

Brockton Area Workforce  
**BAWIB**  
Investment Board

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding**



**The Brockton Service Delivery Area**



## **Workforce Innovation and Opportunity Act**

### **Memorandum of Understanding**

#### **I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in the Brockton Service Delivery Area, create a seamless, customer-focused Career Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will work towards reducing administrative burden and costs and increase customer access and performance outcomes.

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the Brockton Area Workforce Investment Board, with agreement of Mayor Bill Carpenter, the One Stop Career Center (CareerWorks) Operator, UMass Donahue Institute and the Partners signed below, relating to the operation of the one-stop delivery of service in the local workforce area. The Brockton Area Workforce Investment Board will act as the convener of MOU negotiations and together with Partners will shape how local One-Stop Career Center Services are delivered.

This MOU defines the roles and responsibilities of the OSCC 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 Brockton Area Workforce Investment Board, and the Workforce Innovation and Opportunity Act (WIOA) OSCC Required Partners as defined by WIOA in WIOA Regulations 20 CFR Part 678.400.

<b>Required One Stop Career Center Partners</b>	
<ul style="list-style-type: none"> <li>• Adult, Dislocated Worker &amp; Youth Title I</li> <li>• Jobs for Veterans State Grants Program</li> <li>• The Wagner-Peyser Act Program, Title III</li> </ul>	Department of Career Services (DCS)
<ul style="list-style-type: none"> <li>• The Adult Education and Family Literacy Act Program (Title II)</li> </ul>	Department of Elementary and Secondary Education (DESE)
<ul style="list-style-type: none"> <li>• The Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Massachusetts Rehabilitation Commission (MRC)</li> <li>➤ Massachusetts Commission for the Blind (MCB)</li> </ul>
<ul style="list-style-type: none"> <li>• Federal-state unemployment compensation program</li> </ul>	Department of Unemployment Assistance (DUA)
<ul style="list-style-type: none"> <li>• Temporary Assistance for Needy Families Program</li> <li>• Supplemental Nutrition Assistance Program</li> </ul>	Department of Transitional Assistance (DTA)
<ul style="list-style-type: none"> <li>• Title V of the Older Americans Act</li> </ul>	Senior Community Service Employment Program

### **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, 2017 and shall terminate on June 30, 2018, unless otherwise terminated by agreement of all parties or superseded.

### **IV. ASSURANCES**

The Brockton Area Workforce Investment Board and the MOU Partners agree to conduct the following activities at a local level:

- Enter a local MOU with the Local Workforce Development Board relating to operation of the one-stop delivery system.
- 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.
- Define “shared” customers between Partners to create a clear understanding of how multiple providers, services and resources should support youth, job seekers, and businesses.

- Redesign the One-Stop Career Center customer flow and service practices across partner agencies, including ensuring the accessibility and availability of services to “shared” customers.
- 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.
- Track and evaluate the outcomes for individuals who face barriers to employment.
- 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 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)).
- 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.

The MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period according to WIOA Sections 121(c) (g) 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. require 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

## **V. MEMORANDUM OF UNDERSTANDING CONTENT**

The MOU partners will meet monthly to review progress towards achieving common goals as described within this document. Stable agenda items for the monthly meetings will include training updates, labor market information and a discussion of successes and challenges. The local review of LMI will guide the career pathways developed through this partnership. The partners involved in this MOU are all focused on serving the neediest populations within our region. While each agency has specific eligibility requirements for funded services, this partnership will focus on individuals who need assistance in training, education and case management for obtaining and retaining a career pathway.

The target population served under this MOU is based on WIOA guidelines. CareerWorks’ eligibility criteria prioritize those individuals confronted by the greatest barriers to employment. These persons include individuals and youth with disabilities; displaced homemakers; low-income individuals; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners; individuals who have low levels of literacy; individuals facing substantial cultural barriers; farmworkers; individuals within two years of exhausting lifetime eligibility under the TANF

program; single parents and single pregnant women; and long-term unemployed individuals. Job seekers who face particular barriers to employment, along with veterans, are prioritized for services under WIOA Title I. BAWIB, CareerWorks and Partners will provide accessible resources for people with disabilities, including a full range of adaptive technologies. CareerWorks will maintain a specialized work station for customers with disabilities, conduct routine staff training in its use and will remain compliant with DCS and DOL policies on accessibility and services to customers with disabilities.

A customer flow chart describing the shared customer and customer centered design is included as Attachment A

Methods for referring individuals or business customers between the partners for appropriate services and activities is included as Attachment B

The Brockton Area Workforce Investment Board and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach plan to the region's human resources professionals,
- ❖ An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Industry Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ A plan for messaging to internal audiences,
- ❖ An outreach tool kit for Partners,
- ❖ Regular use of social media,
- ❖ Clear objectives and expected outcomes, and
- ❖ Leveraging of any statewide outreach materials relevant to the region.

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the One Stop Career Center

<b>JOBSEEKER SERVICES</b>		
<b>Basic Career Services</b>	<b>Individualized Career Services</b>	<b>Training</b>
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	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)
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	Entrepreneurial training

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

### YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.

Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.
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<b>BUSINESS SERVICES</b>		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
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 human resources issues	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 regarding 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

As part of the MOU process, CareerWorks will provide basic infrastructure on an as-negotiated basis to all partners who will be stationing staff at the Center. Services available to those staff may include: office/cubicle space, internet access, telephone access, fax access, use of a high-capacity copier/scanner, use of shared printers, computers (as negotiated) use of classroom and computer lab space.



CareerWorks will be responsible for wired internet connectivity up to the point of connection to the partnering agencies technology. Partnering agencies are responsible for maintenance, repair, and configuration of their own equipment. CareerWorks will provide maintenance, repair, and configuration of their equipment provided to partnering agencies. CareerWorks will provide secured wireless connectivity to partnering agencies (not customers) on an as-negotiated basis. Use of CareerWorks networks will require acceptance of an Acceptable Use policy.

Partnering agencies will work towards information sharing systems as options become available, if required, partnering agencies will be responsible for obtaining, paying for, and maintaining their own licenses to the state's MOSES system as well as the CITRIX system used to access it. Partnering agencies will not be able to access MOSES information through CareerWorks credentials. Information obtained through MOSES for use in program management and center coordination will be shared as negotiated in a separate agreement. All phone lines used by partnering agencies while at CareerWorks will be part of the existing phone system.

CareerWorks will staff reception services at the Front Desk, providing an initial point of contact for customers. This position will direct customers to appropriate programs and assist with ensuring proper customer flow. Partnering agencies will be responsible for providing current program and contact information to CareerWorks to facilitate this process.

Building Access: Partnering agency staff will be provided access to the facility during normal business hours (Monday – Friday, 8:30-4:30). Any activities outside of those hours will need to be expressly approved by the Center Director. Partnering agencies will keep CareerWorks informed on their staffing patterns at the Center and hours/days that those staff will be on-site. Partners will inform CareerWorks of deviations to this schedule to ensure customers are informed. If CareerWorks closes due to inclement weather, partnering agencies will be informed in a timely manner via the CareerWorks website.

Partners will be trained on and comply with CareerWorks Emergency and Safety policies and procedures.

Universal access to Career Center services through an automated application process. Through this use of JobQuest CareerWorks enjoys a paperless application, conforming with the state's long-term vision of all required partners beginning to use one system as a point of entry for services.

All partners will be provided with weekly lists of job openings at area employers as developed by the Employers Services team along with access to the CareerWorks Calendar of Events including workshops, job fairs, recruitments and other specific employer events.

The customers of all partnering agencies who become Center members may enjoy the full use of CareerWorks' resources. These include:

Use of CareerWorks' state of the art Resource Room. Resources available through the room include:

State-of-the-art-computers	Faxing services
Reference Books	On-site employer recruitments
Internet Access	Local "hot jobs" listings
Company information	Brochures
High-quality laser printers	Links to many on-line job hunting sites
Community resources	Calendar of events
High-capacity copy machine	Local labor market information
Adaptive equipment for the disabled	

Resources for Customers with Disabilities: CareerWorks is fully ADA compliant, and maintains a host of resources and adaptive technology to provide appropriate accommodates to customers who need them. These technologies include:

Dialogue III TTY Text Telephone	CCTV
Mass Relay Phone Service	BioAid Sound Enhancer
Zoom Text	Dragon Naturally Speaking
JAWS for Windows	Large print format versions of presentations and materials as requested
Microsoft Accessibility Features	

Workshops: CareerWorks offers a wide variety of workshops and trainings to enhance the skills of job-seekers.

### **Plan for Coordinated Staff Development and Training**

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. All partnering agency staff will receive training on Career Center services from CareerWorks. In turn, the partners will provide training on their individual programs at the Career Center, which will be made available to all partnering agency staff. This will allow for a comprehensive understanding of all partner programs and integration and alignment of services.

These training sessions will be coordinated through BAWIB's Brockton Region Workforce Partners' monthly meetings. Each partnering agency will create a desk guide on their programs that they will share with other partnering agencies.

### **8. Financial Contributions (Cash, In Kind, etc.)**

Financial Contributions will be made by partners for either infrastructure or service costs, or both related to the system and will satisfy the requirements of § 121 (h) of WIOA for the purposes of funding the one-stop system. The purpose of the financial contributions and funding, which will be established, includes, but, is not limited to:

- Maintain the system to meet the needs of the Shared Customers;

- Reduce duplication of services among Partners;
- Improve program effectiveness of Partners;
- Encourage efficient use of information to technology to deliver services;
- Ensure proportionate costs by Partners in the system;
- Support a universal career pathway system in the service area;
- Ensure delivery of services through the one-stop center.

Partners who are co-located, either required or voluntary, will contribute financial contributions of cash, in-kind, etc. to the system including the Career Center infrastructure costs as outlined in 20 CFR § 678.715 and 20 CFR § 678.705. Partners who are mandated to will contribute a proportionate share as outlined in 20 CFR § 678.720. Under 20 CFR § 678.720 of these final regulations, one-stop partner programs must adhere to the administrative and program cost limitations and requirements to which they are subject.

Partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs per 20 CFR § 678.720 (c). If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate as dictated under 20 CFR § 678.720. If third-party in-kind contributions are made that support the system as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure costs and thereby reduce the contribution mandated for all Partners. When determining the use of non-cash and in-kind contributions, overall costs must be kept in mind as there must first be enough cash contributions to cover those.

Partners are individually responsible for ensuring that all of the related infrastructure costs are paid according to the provisions of the MOU. The estimated proportionate share of costs for each partner are based on budgeted expectations and until the actual costs are known, and the usage and benefits are calculated, each partner's true proportionate share of cost will be unknown. Therefore, all Partner contributions, regardless of the type, must be reconciled on a regular basis (e.g., monthly or quarterly), comparing expenses incurred to relative benefits received. The reconciliation process is necessary in order to ensure that the proportionate share each Partner program is contributing remains consistent with the cost methodology, is up to date, and in compliance with the terms of the MOU. The MOU will identify responsibilities for this regular reconciliation.

The local MOU will reflect an agreement of the MOU Partners to jointly review the WIOA mandated performance metrics for the region or metrics negotiated as part of any shared and infrastructure contract costs between a local area (Board) and the mandated OSCC Partner, including incentives and penalties.

## VI. COMPETITIVE SELECTION OF ONE STOP CAREER CENTERS

The WIOA Required Partners agree to participate in the selection process of One-Stop Operators as required by WIOA, at least once every 4 years.

## VII. PERFORMANCE MEASURES

The Brockton Area Workforce Investment Board in agreement with the MOU Partners agree to jointly review the WIOA mandated performance metrics for the workforce areas or metrics as 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.

## VIII. OTHER

1. DUA only will provide information under this agreement to another party to this agreement:
  - a. 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;
  - b. 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
  - c. 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 nonconfidential data, which DUA reserves the right to modify in its sole discretion).
2. DUA will not be bound by any provision of this agreement that does not expressly mention DUA by name.

IX. 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:

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Local Chief Elected Official  
Mayor Bill Carpenter

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Local Board Chair  
Suzanne Fernandes

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Local Board Executive Director  
Sheila Sullivan-Jardim

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Local Career Center Lead Operator  
John G. Murray

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DCS Operations Manager  
James Schmitt

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DUA Representative  
Marie-Lise Sobande

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Adult and Community Learning Services  
Kathy Quinn

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MA Rehabilitation Commission  
Alice Oliveira

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MA Commission for the Blind  
Julie A. Boren

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MA Department of Transitional Assistance  
Sean Beasley

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Senior Community Service  
Employment Program  
Gail Bernier


IX. SIGNATORIES

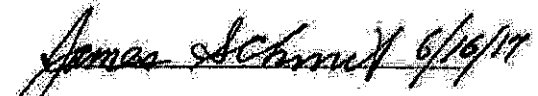
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Local Chief Elected Official  
Mayor Bill Carpenter

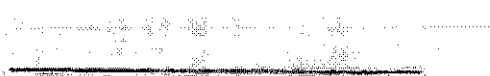
  
Local Board Chair  
Suzanne Fernandes

  
Local Board Executive Director  
Sheila Sullivan-Jardim

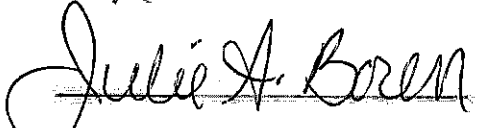
 6-16-17  
Local Career Center Lead Operator  
John G. Murray


 6/16/17  
DCS Operations Manager  
James Schmitt

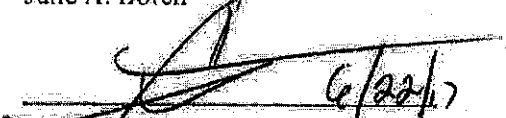
  
DUA Representative  
Marie-Lise Sobande

  
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 6.22.17  
MA Rehabilitation Commission  
Alice Oliveira

  
MA Commission for the Blind  
Julie A. Boren

 6-16-17  
MA Department of Transitional Assistance  
Sean Beasley

 6/22/17  
Senior Community Service  
Employment Program  
Gail Bernier