

MEMORANDUM OF UNDERSTANDING
FOR THE
CENTRAL MA WORKFORCE DEVELOPMENT AREA
BETWEEN THE
MASSHIRE CENTRAL REGION WORKFORCE BOARD AND ITS WORKFORCE INNOVATION
AND OPPORTUNITY ACT PARTNERS

I. PURPOSE

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the MassHire Central Region Workforce Board (MCRWB), with agreement of the City Manager, City of Worcester, serving as the region's Chief Elected Official (CEO), the One-Stop Career Center (OSCC) operator, the MassHire Central Career Centers (MCCC), and Workforce Innovation and Opportunity Act (WIOA) Partners (herein referred to as "Partners"), relating to the operation of the OSCC delivery of service in the Central MA Workforce Development Area (WDA).

The MCRWB will act as the convener of MOU negotiations and together with the Partners will shape how local OSCC services are delivered.

This MOU defines the roles and responsibilities of the MOU parties in operationalizing the delivery of services and other activities to produce the best possible outcomes for shared customers, including youth, job seekers and businesses, consistent with all Partner program authorizing statutes and regulations.

For purposes of this MOU, shared customers are defined as youth, job seekers, and businesses that are eligible for and receive services from more than one WIOA Partner program. Shared customers benefit from services and resources delivered across multiple WIOA Partner programs and other stakeholders that are aligned to meet an individual's needs. Shared customers also meet the definition in the Title II regulations of WIOA, CFR 34 Part 463.3 of "concurrent enrollment or co-enrollment referring to enrollment by an eligible individual in two or more of the six core programs administered under the Act." (Programs and Activities Authorized by the Adult Education and Family Literacy Act (Title II of the WIOA).)

II. CENTRAL MA WIOA PARTNERS

In accordance with WIOA Section 121(c), this Local Memorandum of Understanding has been developed and executed with agreement of the region's CEO and the WIOA OSCC required partners mandated in 20 CFR Part 678.400 (See attachment A for regional partner contact list).

The required OSCC partners are:

1. **The Adult Program** (Title I), as part of the Department of Career Services (DCS), Executive Office of Labor and Workforce Development (EOLWD);
2. **The Dislocated Worker Program** (Title I), as part of DCS/EOLWD;
3. **The Youth Program** (Title I), as part of DCS/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); represented by the Worcester Public Schools, the Webster Public Schools, Training Resources of America, and Ascentria Community Services, Inc., Quinsigamond Community College, Sheriff's Department of Worcester, and Catholic Charities.
5. **The Wagner-Peyser Act Program** (Wagner-Peyser Act, as amended by Title III), as part of DCS, EOLWD; represented through the region's OSCC operator, MCCC;
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. 4100 et. 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 Assistance Program**, (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 (SCSEP)** (Programs authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)); represented by Catholic Charities and Operation A.B.L.E. of Greater Boston.

Non-required community partners in this local MOU are:

13. The Worcester Community Action Council, the federally-designated anti-poverty agency for Worcester and 45 neighboring communities;
14. Job Corps; operated in the Central MA region at the Grafton Job Corps Center by Adams and Associates, Inc.;
15. YouthBuild; operated in the Central MA region by Training Resources of America, Inc.

Additional parties to this MOU may be added.

III. DURATION

WIOA Section 121(c) (g) requires that the MOU shall be reviewed not less than once in every 3-year period to ensure appropriate funding and effective delivery of services, and 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, 2020 and shall terminate on June 30, 2023, unless otherwise terminated by an individual Partner with 30-days written notice to all Partners, 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 MCRWB and he Partners agree to conduct the following activities at a local level:

1. Participate in the operation of the OSCC delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of Federal laws authorizing Partner programs and activities.
2. Participate in the development of a definition of “shared” customers between Partners to create a clear understanding of how multiple providers, services and resources should support youth, job seekers, and businesses.
3. Participate in the redesign of the OSCC customer flow and service continuum across partner agencies, including the accessibility and availability of services to shared customers.
4. 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. Required OSCC Partners will use a portion of the funds available for programs and activities to maintain the OSCC delivery system, including infrastructure and shared costs of OSCC, through methods agreed upon by the MCRWB, CEO, and Partners. If no consensus on methods is reached for required OSCC Partners, the Governor, after consultation with the CEO, MCRWB, and State Workforce Development Board shall determine the portion of funds to be provided (WIOA sec. 121(a) (h) (1) (C)).

7. Provide representation on the MCRWB to the extent possible and/or participate in its ad hoc activities/events or on standing committees, including participation in the Central MA WDA WIOA Partner Leadership Council and regional WIOA Partner subcommittees as appropriate (see Attachment B).
8. The MOU will be renewed, not less than once every three years to ensure appropriate funding and delivery of services. The MOU must be updated to reflect any change in the OSCC Partner infrastructure cost contributions.
9. Assist with the OSCC operator competitive selection process as coordinated by the MCRWB.
10. Assist with the review of WIOA performance metrics for the region and the performance metrics negotiated as part of any shared infrastructure contracts between the MCRWB required OSCC Partners, including incentives and penalties.
11. 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. Notwithstanding the above, the City of Worcester is not required to contribute funding beyond amounts received from federal, state or private sources.

V. MOU DEVELOPMENT, PRIORITY POPULATIONS, AND SHARED SERVICES

This MOU was developed through a joint task force consisting of Partner representatives from within the Central MA WDA.

1. The following regional populations are prioritized by the Partners for receipt of shared services:
 - a. Unemployment insurance claimants;
 - b. Low-income adults, including TANF and SNAP recipients;
 - c. Homeless;
 - d. Adult Education participants (Title II);
 - e. Individuals with disabilities (Vocational Rehabilitation Title IV);
 - f. Veterans;
 - g. Older workers;
 - h. Re-entry populations;
 - i. Youth, including youth with barriers to employment; and
 - j. Migrant Seasonal Farm Workers.

2. Shared services for the Central MA WDA will include (Note: we will work with State officials to create a release form all partners can utilize to gain shared customer approval for information sharing and coordination of services by the Partners. This release shall be sent to all Partners delivering services to a shared customer):
 - a. Referrals: until such time as the Commonwealth may develop an online referral process, Partners shall utilize the regional referral process guidebook to assist in the smooth referral of shared customers to Partner programs as appropriate. This regional guidebook will be developed by the Partners, be available electronically to all Partner staff, and describe:
 - o The services and activities available from each Partner program;
 - o General eligibility for each Partner program;
 - o Details regarding the steps necessary for program enrollment;
 - o A lead contact person to serve as a Partner staff liaison.

Additionally, partners with facilities located near the region's comprehensive career center in downtown Worcester (MassHire Worcester Career Center) will be members of the Downtown Worcester Career Connections Campus (DWCCC) and develop further direct referral and outreach recruitment support as appropriate for potential shared customers. Similarly, a Southbridge Career Connections Campus (SCCC) has been established to do likewise at the region's affiliate career center, and all Partners agree to review the feasibility and practicality of potential facility co-location as lease agreements are renewed. See the DWCCC and SCCC maps in attachment C.
 - b. Intake & Orientation: until such time as the Commonwealth shall develop an online tool to share intake and enrollment data between Partner agencies, each Partner shall utilize the intake and orientation process necessary to fulfill their program requirements. Partners shall document within their system(s) if a customer is currently receiving services from WIOA Partners, and also include introductory information regarding services and programming available through the other regional Partners when appropriate.
 - c. Career Assessment: the Partners agree to share career assessment results when a referral is given.

- d. **Career Planning**: when making a referral, the Partners will forward any career planning information that has been developed with the customer or coordinating shared follow-up activities.
- e. **Career Readiness /Training/Education**: the Partners agree to review and where appropriate consolidate (combine/share) workshops/curricula. Partners will also seek to leverage each other's staff resources through cross-training of staff in workshop delivery, including online readiness tools and shall allow for priority enrollment of Partner-referred customers when offering career pathway training and education, to the maximum extent possible under program requirements and logistical or time constraints.
- f. **Job Search Assistance**: the Partners agree to coordinate shared customer job search activities through joint case-management efforts when practical and offer customer referrals to the career center when these services are appropriate, including referrals for placement opportunities available through the career center's employment referral process.
- g. **Case-management**: the Partners agree to coordinate services for high-need/high risk shared customers through regularly scheduled Partner case-management staff meetings. This group may meet in-person or electronically and utilize electronic tools as appropriate to manage and document their efforts (see attachment D, shared case management outline).
- h. **Data/Performance Tracking**: 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.

The Central MA WDA WIOA Partnership services delivery model map for priority populations can be found in Attachment E.

3. A description of the continuum of services available for business customers in the Central MA WDA can be found in Attachment F, which also includes information regarding the flow of business services and the labor-matching process used at the career centers, and business customer feedback shall be utilized by the career center. Partners that interact with businesses are able to identify demand-driven career pathway programming needs and assist with the development and coordination of responses to these identified employer needs (see attachment G).
4. The Central MA WDA WIOA Partnership services delivery continuum charts for priority populations is found in Attachment H. These charts include information regarding access to technology and materials available through the region's OSCC, for each of the above priority populations in the region.

5. Partners agree to share technology-based tools wherever practical and allowable to support delivery of items a-h above to shared customers with career center membership, including the use of MA JobQuest, Career Ready 101, TORQ, and the online resume builder by the career center and Partner staff.
6. As part of the region's ongoing effort to improve coordination and effectiveness of services, the Partners shall work together to develop and deliver coordinated staff development and training. Initial training topics include:
 - System integration: Partner program benefits/services/eligibility, MA BizWorks, performance data tracking, customer referral process, online services use
 - Professional growth: time management, case-notes,
 - Specific interest: cultural competence, disability tools and supports, language resources
 The Professional Development Staff Group shall coordinate these trainings and identify additional topics as appropriate to support continuous improvement (see attachment I).
7. All required WIOA Partners will work in good faith locally and with state officials from each of the Partner agencies as necessary to fund joint costs in a manner that satisfies the requirements of section 121(h) of WIOA for purposes of funding the one-stop system. A general framework of this funding, including use of programmatic, administrative, and in-kind costs can be found in Attachment J.

VI. COMPETITIVE SELECTION OF ONE STOP CAREER CENTERS

As stated in section 4.9 above, required WIOA Partners agree to participate in the selection process of the OSCC Operator as required by WIOA and coordinated by the MCRWB, at least once every four years.

VII. PERFORMANCE MEASURES

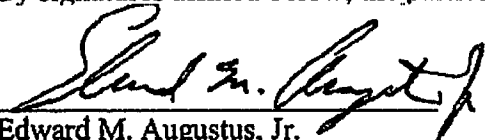
The MCRWB, in agreement with the required WIOA Partners, agree to jointly review the WIOA mandated performance metrics for the workforce area and/or metrics as negotiated as part of any shared services and infrastructure contract costs between the MCRWB and the mandated Partner, including potential incentives and penalties.

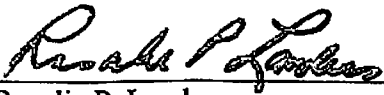
VIII. SIGNATORIES


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 OSCC customers.

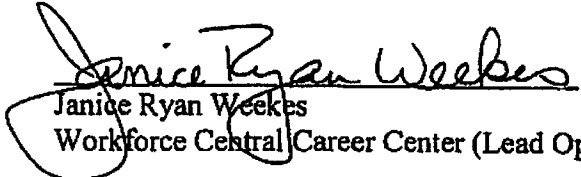
This MOU may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one MOU, which shall be binding upon and effective as to all parties.

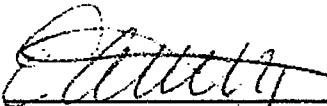
By signatures affixed below, the parties specify their agreement:

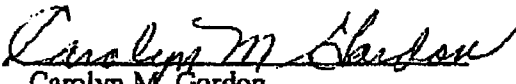

Edward M. Augustus, Jr.
City of Worcester (Chief Elected Official)


Rosalie P. Lawless
Central MA WIB Chair

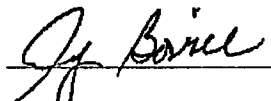

Jeffrey T. Turgeon
Central MA WIB Executive Director


Janice Ryan Weekes
Workforce Central Career Center (Lead Operator)

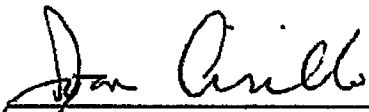

Eveliz Arroyo-Barrows
MA Department of Unemployment Assistance


Carolyn M. Gordon
MA Commission for the Blind

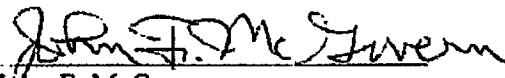

Ellen Spencer
MA Rehabilitation Commission


Angela Bovill
Ascentria Community Services, Inc.

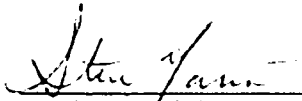

Lori Jacques
MA Department of Transitional Assistance

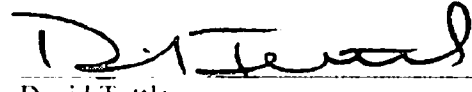

Joan Cirillo
Operation A.B.L.E. of Greater Boston (SCSEP)



Susan Maedler
Catholic Charities/Worcester (SCSEP)

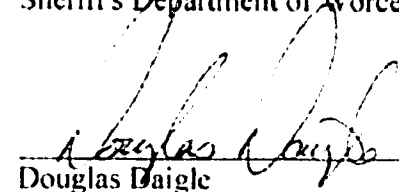

John F. McGovern
Worcester Public Schools

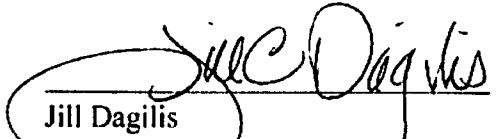

Colleen Lanza
Grafton Job Corps Center

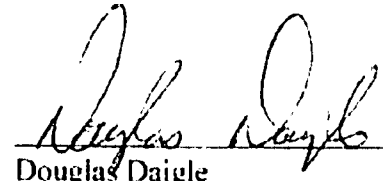

Stephen Marini
Quinsigamond Community College



David Tuttle
Sheriff's Department of Worcester

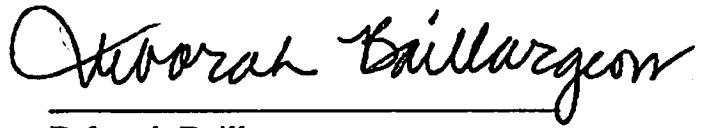

Leslie Baker
Webster Public Schools


Douglas Daigle
Training Resources of America (ACLS)


Jill Dagilis
Worcester Community Action Council


Douglas Daigle
Training Resources of America (YouthBuild)


Jennithon Cortes
MA Department of Career Services


Deborah Baillargeon
MA Department of Career Services