**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**

1. **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 Partnerswill 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).)

1. **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.
13. **Ex-Offender Program (Sec. 212 of the Second Chance Act of 2007**): Sheriff's Department of Worcester.
14. **YouthBuild;** operated in the Central MA region by Training Resources of America, Inc.

Non-required community partners in this local MOU are:

1. The Worcester Community Action Council, the federally-designated anti-poverty agency for Worcester and 45 neighboring communities;
2. Job Corps; operated in the Central MA region at the Grafton Job Corps Center by Adams and Associates, Inc.;
3. New England Farm Workers’ Council

Additional parties to this MOU may be added.

1. **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, 2021 and shall terminate on June 30, 2024, 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.

1. **assurances**

The MCRWB and he Partners 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 the requirements of Federal laws authorizing the programs and activities.
	3. Agree to serve Shared Customers and define how multiple providers, services and resources should support youth, job seekers, and businesses.
	4. Utilize the MassHire Career Center Customer Flow and incorporate partner agency points of referral whether in-person or virtual to ensure accessibility and availability of programs and services for shared customers.
	5. Ensure the effective use of modern tools and technology that enable shared customers to access needed services to complete program participation and achieve training and employment goals.
	6. Develop a process for partner communication, referrals, enrollment, and sharing outcome information on shared customers to staff, and develop a process to review data on shared customers.
	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. Convene locally as an MOU Team at least quarterly and agree to the roles and responsibilities each Partner will have in the development of a diversity, equitable, and inclusive integrated service delivery strategy that meets the needs of customers and businesses.
	10. 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 MHCC Partner infrastructure cost contributions.
1. **MOU CONTENT (DEVELOPMENT, PRIORITY POPULATIONS, AND SHARED SERVICES)**
2. This MOU was developed through a joint task force consisting of Partner representatives from within the Central MA WDA. These staff have come together to form the region’s WIOA Partner Leadership Council (see Attachment B: Central MA WIOA Partnership Structure).
3. The following regional populations are prioritized by the Partners for receipt of shared services:
	1. Unemployment insurance claimants;
	2. Low-income adults, including TANF and SNAP recipients;
	3. Homeless;
	4. Adult Education participants (Title II);
	5. Individuals with disabilities (Vocational Rehabilitation Title IV);
	6. Veterans;
	7. Older workers;
	8. Re-entry populations;
	9. Youth, including youth with barriers to employment; and
	10. Migrant Seasonal Farm Workers.
4. The Central MA WDA continuum of services available for shared customers (including each priority populations) includes:
5. 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 has been developed by the Partners, be available electronically to all Partner staff, and describe:
	* The services and activities available from each Partner program;
	* General eligibility for each Partner program;
	* Details regarding the steps necessary for program enrollment;
	* A lead contact person to serve as a Partner staff liaison.

Additionally, partners will further work together to identify and implement new methods to increase referrals to Partners and joint service delivery, such as the use of virtual/online tools.

1. 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.
2. Career Assessment: the Partners agree to share career assessment results when a referral is given.
3. 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.
4. 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.
5. 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.
6. Case-management: the Partners agree to coordinate services for high-need/high risk shared customers through regular contact with each other. These contacts may be via phone, email or in-person and utilize electronic tools as appropriate to manage and document their efforts. The region’s WIOA Partner staff will further connect through quarterly networking opportunities.
7. 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 C.

1. A description of the continuum of services available for business customers in the Central MA WDA can be found in Attachment D, 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 E: Central MA Demand Driven Development Chart).
2. The Partners collectively recognize the pain and disparities caused by systemic racism and other institutional sources of inequality and pledge to advance the principles of greater access to programmatic resources, as well as inclusion of our diverse WDA’s residents when forming policy and planning programming. We commit to addressing structural barriers to equality and to professional development regarding diversity, equity, and inclusion.
3. The Central MA WDA WIOA Partnership services delivery continuum charts for priority populations is found in Attachment F. 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. Furthermore, 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. See Virtual Customer Flow chart (Attachment G).
4. When necessary and appropriate, the Partners will work to develop and implement service delivery for shared customers outside of regular hours of operation (e.g. evenings and weekends), including virtual services made available online.
5. The partners agree to support the work of the MCRWB and regional career centers in building skilled worker pipelines for priority and critical industries identified in the Central Region Workforce Blueprint (see Attachment H) to the extent possible, including assistance with project development, recruitment, and case-management.
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, including training on topics such as:
* System integration: Partner program benefits/services/eligibility, MassHire 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, including equity and inclusion.

1. Partners agree to assist with the development and implementation of a joint regional WIOA partner plan for coordinating marketing and outreach of programs and services for jobseekers, youth and businesses.
2. The Partners agree that they will support the ongoing effort to create an effective cross-Partner staff networking group and to assist with the recognition and celebration of staff, Partner and customer success, including nominating teams and individuals for the MassHire Awards.
3. 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. Partners agree to therefore work together to develop the formula for distribution of shared and infrastructure funding based upon local data for each of the 16 workforce areas. Inter-Agency Service Agreements have been executed with MassHire Department of Career Services, who is the State Workforce Agency (SWA), and each required WIOA State Partner to utilize the current integrated budget format to show in-kind and shared costs, including infrastructure costs as a method to record joint costs. Notwithstanding the above, the City of Worcester is not required to contribute funding beyond amounts received from federal, state or private sources. A general framework of this funding, including use of programmatic, administrative, and in-kind costs can be found in Attachment I: Central Region WIOA Partner Resource Sharing Matrix.
4. The Partners agree to negotiate with WIOA Required Partners locally when state level infrastructure agreements are not in place.
5. **COMPETITIVE SELECTION OF ONE STOP CAREER CENTERS**

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.

1. **PERFORMANCE MEASURES**

TheMCRWB, 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.

1. **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:

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Edward M. Augustus, Jr. Paul Gilbody

City of Worcester (Chief Elected Official) MassHire Central Region Workforce Board, Chair

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Jeffrey T. Turgeon Janice Ryan Weekes

MassHire Central Region Workforce Board MassHire Central Career Centers (Service Provider)

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Heriberto Flores Evelize Arroyo-Barrows

New England Farm Workers’ Council MA Department of Unemployment Assistance

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Mervyn Campbell Ellen Spencer

MA Commission for the Blind MA Rehabilitation Commission

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Angela Bovill Lori Jacques

Ascentria Community Services, Inc. MA Department of Transitional Assistance

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Mark Gyurina Susan Maedler

Operation A.B.L.E., Inc Catholic Charities of Worcester (SCSEP)

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 Jennifer Brunelle Colleen Lanza

Worcester Public Schools Grafton Job Corps Center

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Stephen Marini David Tuttle

Quinsigamond Community College Sheriff's Department of Worcester

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Jenna Gouin Douglas Daigle

Webster Public Schools Training Resources of America (ACLS)

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Marybeth Campbell Douglas Daigle

Worcester Community Action Council Training Resources of America (YouthBuild)

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Deborah Baillargeon Sonia Hernandez

MA Department of Career Services MA Department of Career Services

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Jason Matthews

Central region WIOA Operator