

## Attachment B

### Workforce Innovation and Opportunity Act

### MassHire Workforce Boards and WIOA Partners

### Local Memorandum of Understanding (MOU)

### Template

#### I. PURPOSE

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the (*MassHire Workforce Board*), with agreement of (*Chief Elected Official*) and the (*OSCC Required Partners*), relating to the operation of the MassHire Career Center delivery of service in the local workforce area.

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

This MOU defines the roles and responsibilities of the OSCC Required Partners to operationalize the delivery of services necessary to produce the best possible outcomes for shared customers – youth, job seekers and businesses.

The MOU may include other provisions agreed to by all parties that are consistent with all Partner programs, services and activities authorizing statutes and regulations.

#### II. OSCC REQUIRED PARTNERS

In accordance with WIOA Section 121(c), this Local Memorandum of Understanding has been developed and executed with agreement of the Chief Elected Official of the (*Local Workforce Area*), the (*MassHire 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. 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** (Programs authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)).

**Additional non-required Partners** in the local MOU may include:

1. Non-profit/Community Based Organizations
2. Massachusetts Office of Business Development
3. Massachusetts Department of Higher Education
4. Massachusetts Department of Veterans Services
5. Commonwealth Corporation
6. Business associations
7. Philanthropic Organizations
8. Veterans Service Officer (VSO)
9. Ex-Offender Program (Sec. 212 of the Second Chance Act of 2007)
10. Job Corps
11. Youth Build

### 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 (Date \_\_\_\_\_) and shall terminate on (Date \_\_\_\_\_), unless otherwise terminated by agreement of all parties or superseded.

#### IV. ASSURANCES

The (***MassHire Workforce Board***) and the (***OSCC Required Partners and non-required***) 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. 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.

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

Please include a description of the following:

1. A description of the process to develop an MOU, career pathway models for populations, and shared customer definitions.
2. A description of the priority populations identified by the MOU Partners. At a minimum, WIOA requires that each local MOU address: unemployment insurance claimants; low-income adults including TANF and SNAP recipients, homeless; Adult Education participants (Title II); individuals with disabilities (Vocational Rehabilitation Title IV); Veterans; older workers; re-entry populations; and, youth, including youth with barriers to employment.
3. A description of the continuum of services available for each priority population in the local workforce area based on a customer-centered design or career pathway model. Include a map for customer flow across MOU partners for each priority population. The description should include:
  - a. A definition of shared customers between MOU Partners (both OSCC Required Partners and non-Required Partners) along the service continuum (*e.g. the characteristics and estimated numbers of individuals who could be co-enrolled between Adult Education Title II and MassHire Career Center, etc.*).
  - b. The types of supports and services available for each priority population through the MOU partners (both OSCC Required Partners and non-Required Partners) that promote the education, training and career advancement of individuals receiving services. Stipulate the roles of the MOU partners in providing supports and services.
  - c. Methods for referring individuals or business customers between the partners for appropriate services and activities.
4. A description of the continuum of services available for businesses in the workforce area based on a customer-centered design or career pathway model. Include a map for the business customer flow across MOU partners in the local area.

5. A description of the access to technology and materials available through MassHire Career Center delivery system. Include exploration of access to MassHire Career Center services (in-person, virtual, etc.) during times when specific customers from OSCC Required Partner programs are available (e.g. evenings and weekends). [This issue would be locally negotiated based on resources and approved at a state-level when staffing contracts are involved.]
6. A plan for coordinated staff development and training.
7. Assurances of participation of the OSCC Required Partners in the competitive selection process for the MassHire Career Center lead operator in the local workforce area.
8. A plan that illustrates the process for Partners to meet to discuss integrated service delivery and customer flow for priority populations as well as a process to provide annual recommendations to State level partners for adjustments to shared and infrastructure funding contributions necessary to actualize services.
  - The plan will include:
    - a. A description of Partner infrastructure fund contributions, i.e., funds to support general operation of the MassHire Career Center including rental costs of the facilities, cost of utilities, cost of equipment, etc.
    - b. A description of Partner shared costs, i.e. co-location of staff, resources, use of technology, etc.

NOTE: In accordance with WIOA section 121 regarding funding of infrastructure costs, the following language must be included in the local MOU:

*“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.”*

9. Duration of the MOU including commencement and termination date, and include the clause “unless otherwise terminated by agreement of all parties or superseded.”
10. Assurances that the MOU review will occur not less than every three years. WIOA Sections 121(c) (g) 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 further requires MOU renewal following the 3-year review if substantial changes have occurred.
11. 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.
12. The MOU must include all requirements as set-forth in WIOA MOU policy guidance.
13. 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.

The MOU is fully executed when it contains the signatures of the Local Board, OSCC Required Partners, and the Chief Elected Official (CEO) and states the duration for which the MOU is in effect.

As stated above the MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop Partners, and Chief Elected Official (CEO) or changes to infrastructure cost contributions.

## **VI. COMPETITIVE SELECTION OF MASSHIRE CAREER CENTERS**

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

**VII. PERFORMANCE MEASURES**

The **(MassHire Workforce Board)** in agreement with the **(OSCC Required 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 MassHire Career Center partner, including 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 One-Stop Career Center customers. By signatures affixed below, the parties specify their agreement:

*Note: the signatory page may be adapted to include additional representatives as determined appropriate by the MassHire Board and/or Partner organizations. Please include the typed name under each Partner's signature.*

\_\_\_\_\_  
Local Chief Elected Official

\_\_\_\_\_  
Local Board Chair

\_\_\_\_\_  
Local Board Executive Director

\_\_\_\_\_  
Local Career Center Lead Operator

\_\_\_\_\_  
MDCS Operations Manager

\_\_\_\_\_  
DUA Representative

\_\_\_\_\_  
Adult and Community Learning Services

\_\_\_\_\_  
MA Rehabilitation Commission

\_\_\_\_\_  
MA Commission for the Blind

\_\_\_\_\_  
MA Department of Transitional Assistance

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Senior Community Service  
Employment Program