

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 (*MHCC 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 (*MHCC Required Partners*) will shape how local MassHire Career Center services are delivered.

This MOU defines the roles and responsibilities of the MHCC 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. MHCC 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 (*MassHire Workforce Area*), the (*MassHire Workforce Board*), and the Workforce Innovation and Opportunity Act (WIOA) MHCC 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.)).
13. Ex-Offender Program (Sec. 212 of the **Second Chance Act** of 2007)

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. Department of Housing and Community Development (DHCD)

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 (***MHCC Required Partners and non-required***) Partners agree to conduct the following activities at the 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.

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 customers.
2. A description of the needs and size of the WIOA priority populations and other key customer groups in the region 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 (Title V); re-entry populations (program authorized by the Second Chance Act) ; and, youth, including youth with barriers to employment including youth participating in YouthBuild and Job Corps programs.
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 description or a visual of the customer flow across MOU partners, and a description of how each priority population are served through the partnership. The description should include:
 - a. The process for partner referrals of individuals to MHCCs for services and subsequent shared customer designation. The types of supports and services available for each priority population through the MOU partners (both MHCC 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.
- b. The process for partner referrals of individuals to MHCCs for services and subsequent shared customer designation.
 - 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 business customers in the local workforce area based on a customer-centered design or career pathway model. Include a description or visual for the business customer flow across MOU partners in the local area, including the types of supports and services available, the roles of the organizations in providing integrated services and referrals between organizations for the business customers.
 5. A description of agreements and efforts to integrate principles of diversity, equity and inclusion in the local partnership and service delivery.
 6. A description of the access to technology and materials available through MassHire Career Center delivery system.
 7. Where applicable, a description of access to MassHire Career Center services (in-person, virtual, etc.) during times when specific customers from MHCC Required Partner programs are available outside regular hours of operation (e.g. evenings and weekends). [This component is locally negotiated based on resources and approved at a state-level when staffing contracts are involved.]
 8. A description of partner engagement toward building skilled worker pipelines for priority and critical industries and occupations as identified in the region's Regional Labor Market blueprint (e.g. outreach, recruitment, planning for workforce training initiatives, etc.)
 9. A plan for cross-training staff, including training on WIOA Required Partner programs, eligibility requirements, and services.
 10. A plan for coordinating marketing and outreach of programs and services for jobseekers, youth and businesses.
 11. Identify a plan for ongoing recognition and celebration of staff, partner and customer success, including nominating teams and individuals for MassHire Awards.

12. Assurances of participation of the MHCC Required Partners in the competitive selection process for the MassHire Career Center lead operator in the local workforce area.
13. Agreement that, at the state level, Partners will 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.
14. Agreement to negotiate with WIOA Required Partners locally when state level infrastructure agreements are not in place.
15. Include the duration of the MOU including commencement and termination date, and include the clause “unless otherwise terminated by agreement of all parties or superseded.”
16. 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.
17. The MOU will contain the assurances outlined in Section IV of this policy guidance.
18. 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.
19. The MOU must include all requirements as set-forth in the WIOA MOU Joint Partner policy guidance.
20. 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 MHCC Partner, including incentives and penalties.

- The MOU is fully executed when it contains the signatures of the Local Board, MHCC 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 **(MHCC 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 Workforce Board and/or Partner organizations. Please include the typed name under each Partner's signature.

Chief Elected Official

MassHire Workforce Board Chair

MassHire Workforce Board

MassHire Career Center Lead Operator

Executive Director

MDCS Operations Manager

DUA Representative

Adult and Community Learning Services

MA Rehabilitation Commission

MA Commission for the Blind

MA Department of Transitional Assistance

Senior Community Service
Employment Program

Second Chance Act Program Representative

YouthBuild

Job Corps

New England Farm Workers Council