

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 MassHire Greater Brockton Workforce Board (MHGBWB), with agreement of Mayor Robert Sullivan, the One Stop Career Center (MassHire Greater Brockton Career Center) 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 MassHire Greater Brockton Workforce 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 City of Brockton, the MHGBWB, 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)

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, 2021 and shall terminate on June 30, 2024, unless otherwise terminated by agreement of all parties or superseded.

IV. ASSURANCES

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

- **1.** Enter into a local MOU with the MHGBWB 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.** Maintain 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)).4
- **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.

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. MassHire Greater Brockton Career Center' 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. MassHire Greater Brockton Workforce Board, MassHire Greater Brockton Career Center and Partners will provide accessible resources for people with disabilities, including a full range of adaptive technologies. MassHire Greater Brockton Career Center will maintain a specialized workstation 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 MassHire Greater Brockton Workforce 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

	JOBSEEKER SERVICES	
Basic Career Services	Individualized Career Services	Training
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 indemand 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.

BUSINESS SERVICES				
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, MassHire Greater Brockton Career Center 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.

MassHire Greater Brockton Career Center 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. MassHire Greater Brockton Career Center will provide maintenance, repair, and configuration of their equipment provided to partnering agencies. MassHire Greater Brockton Career Center will provide secured wireless connectivity to partnering agencies (not customers) on an as-negotiated basis. Use of MassHire Greater Brockton Career Center 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 MassHire Greater Brockton Career Center 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 MassHire Greater Brockton Career Center will be part of the existing phone system.

MassHire Greater Brockton Career Center 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 MassHire Greater Brockton Career Center 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 MassHire Greater Brockton Career Center informed on their staffing patterns at the Center and hours/days that those staff will be on-site. Partners will inform MassHire Greater Brockton Career Center of deviations to this schedule to ensure customers are informed. If MassHire Greater Brockton Career Center closes due to inclement weather, partnering agencies will be informed in a timely manner via the MassHire Greater Brockton Career Center website.

Partners will be trained on and comply with MassHire Greater Brockton Career Center Emergency and Safety policies and procedures.

Universal access to Career Center services through an automated application process. Through this use of JobQuest MassHire Greater Brockton Career Center 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 MassHire Greater Brockton Career

Center 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 MassHire Greater Brockton Career Center' resources. These include:

Use of MassHire Greater Brockton Career Center' state of the art Resource Room. Resources available through the room include:

State-of-the-art-computers
Reference Books
Internet Access
Company information
High-quality laser printers
Community resources
High-capacity copy machine
Adaptive equipment for the disabled

Faxing services
On-site employer recruitments
Local "hot jobs" listings
Brochures
Links to many on-line job hunting sites
Calendar of events
Local labor market information

Resources for Customers with Disabilities: MassHire Greater Brockton Career Center 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 Mass Relay Phone Service Zoom Text JAWS for Windows Microsoft Accessibility Features CCTV
BioAid Sound Enhancer
Dragon Naturally Speaking
Large print format versions of presentations and materials as requested

Workshops: MassHire Greater Brockton Career Center offers a wide variety of workshops and trainings to enhance the skills of job-seekers.

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 MassHire Greater Brockton Career Center. 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 MHGBWB's Greater Brockton Workforce Partners' quarterly meetings. During our quarterly meetings each agency will provide programmatic updates as well as challenges that can be worked through. Each partnering agency will create a desk guide on their programs that they will share with other partnering agencies.

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 MassHire Greater Brockton Workforce 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. Financial Contributions (Cash, In Kind, etc.)

"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."

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.

IX. 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.

X. SIGNATURES

Robert Sullivan

Mayor, City of Brockton

DocuSigned by:

5/28/2021

Workforce Board Chair

Skaila Sullivan-Jardim

6/8/2021

Sheila Sullivan-Jardim

Workforce Board Executive Director

DocuSigned by:

5/28/2021

Joanne Sellstone

MA Rehabilitation Commission

6/1/2021

DocuSigned by:

6/7/2021

John Murray

Career Center Director

Marie Lise-Sobande

MA Department of Unemployment Assistance

Krah Maloney

5/28/2021

Sarah Maloney

Department of Transitional Assistance, Direc...

Mark Showan YouthBuild

DocuSigned by:

5/28/2021

James Schmit

Department of Career Services

DocuSigned by:

rilyn Benedetti

6/1/2021

Sherilyn Benedetti

Senior Community Services Employment Pro...

DocuSigned by:

Mistafa Mouliceddine

5/28/2021

Mostafa Mouhieeddine Adult Learning Center

DocuSigned by:

5/28/2021

Cheri Shaw

Catholic Charities

DocuSigned by:

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5/28/2021

Docusigned by:

(Xristopher Mittell

5/28/2021

Justin Lees

Coastline Elderly Services, CEO

Christopher Mittell

MA Commission for the Blind

DocuSigned by:

Xun lanza

5/28/2021

Colleen Lanza Job Corps