



**Workforce Innovation and Opportunity Act
Greater Lowell Workforce Development Board and WIOA Partners
Umbrella Memorandum of Understanding (MOU)**

Amended June 17, 2020

I. PURPOSE

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the **Greater Lowell Workforce Development Board (GLWDB)** with agreement of the **City Manager of Lowell** and the **OSCC Required Partners**, relating to the operation of the one-stop delivery of service in the local workforce area.

The GLWDB will act as the convener of MOU negotiations and together with OSCC Required Partners will shape how local One-Stop 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 Greater Lowell Workforce Area, the GLWDB 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 One-Stop Career Centers and include:

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);
5. **The Wagner-Peyser Act Program** (Wagner-Peyser Act, as amended by Title III), as part of DCS, 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.))

III. DURATION OF THE MOU

This agreement shall commence on July 1, 2017 and shall terminate on June 30, 2021 unless otherwise terminated by agreement of all parties or superseded.

IV. ASSURANCES

The GLWDB and the Partners agree to conduct the following activities at a local level:

1. Enter into a local MOU with the Local Workforce Development Board relating to operation of the one-stop delivery system.
2. Participate in the operation of the one-stop 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 One-Stop 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 one-stop delivery system, including infrastructure and shared costs of One-Stop 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 One-Stop Partner infrastructure cost contributions.
10. DUA only will provide information under this agreement to another party to this agreement: 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; following approval by DUA of an Application for Unemployment Insurance and/or Wage Reporting Data and following execution by DUA and an approved applicant of a Data Sharing and Cost Reimbursement Agreement DUA will not be bound by any provision of this agreement that does not expressly mention DUA by name.

V. MEMORANDUM OF UNDERSTANDING CONTENT

Please include a description of the following:

1. The partners met over a several months beginning in February. Monthly meeting were held in February, March, and April. A meeting was held in May and individual meetings were held between in the first and third weeks of May. A spreadsheet of services was distributed and completed by each partner organization. The definition of a shared customer was developed through examination of the requirements under WIOA, review of services offered by each of the partners, and the intersection of services and the current referrals.
2. The following have been identified as priority populations, including but not limited to:
 - a. Unemployment Insurance claimants
 - b. Adult Education participants
 - c. Long-term Unemployed
 - d. Veterans
 - e. Low-Income (including but not limited to TANF and SNAP participants and homeless)
 - f. Older workers
 - g. Young adults and young adults with barriers to employment
 - h. Youth and Adults with disabilities
 - i. Reentry-offenders who are released from prisons and jails
 - j. Employers within the GLWDA

Please see Attachment A for definitions of the priority populations.

3. The partners established a definition of the shared customer for the purpose of this MOU as well as a description of the types of supports and services available for each of the priority populations identified.
 - a. A shared customer shall be defined as, but not limited to, a job seeker or a business that is formally enrolled by more than one core program or sequentially enrolled. If applicable a shared customer must meet the eligibility criteria of the partner agency providing services and be willing and able to complete work readiness activities.
 - b. The partners agree on a continuum of services and training opportunities for the priority populations based on assessments, eligibility requirements and available funding as demonstrated by, but not limited to, the services contained in Attachment B. Career pathways models will be the framework for services provided to the identified priority populations.
 - c. The partners agree to identify a contact/liason in each organization to expedite referrals. Referrals will be done through the current automated systems where systems are in place and appropriate. In addition, where applicable, a common intake form may be developed. The OSCC will develop a screening process to ensure appropriate and timely referrals to partner agencies

where appropriate. The OSCC will explore the development of a center specific referral portal to be utilized by the partners for the GLWDA. The partners agree to explore utilizing the Massachusetts JobQuest portal for referral and tracking purposes. In addition, the GLWA partners shall develop a release of information form as part of the intake process to assist with data sharing across partner agencies, where appropriate.

4. The partners commit to working with employers to address their needs and provide labor market analysis. The focus will remain on providing assistance in addressing skills gaps in their respective areas of business while also targeting employers who work with the priority populations identified by the partners. The services provided by the partners are demonstrated in Attachment C. The partners will continue to develop strategies to broaden the services provided on an ongoing basis. Partners will identify a contact in their agency to meet quarterly and review strategies.
5. The partners agree to provide access to resources and technology for shared customers at the OSCC during the normal operating hours of the OSCC. OSCC will provide access to various resources designed to address the skill/resource needs of the identified population, including but not limited to assistive technology. In addition, the OSCC will create a resource link/guide with contact information for each partner organization to be found on the OSCC website. Please see Attachment D.
6. The partners have agreed upon and training plan for partner agencies as listed in Attachment E.
7. Assurances of participation of the OSCC Required Partners in the competitive selection process for the One-Stop Career Center lead operator in the local workforce area.
8. 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. The duration of the agreement is reflected in Article III. The partners shall review the provisions herein not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop Partners, and CEO or changes to the infrastructure cost contributions.
10. The partners agree to review the terms and provisions contained herein not less than every three years to ensure the effectiveness of programs and resources provided.
11. The partners agree to establish agreements with non-required partners not less than six months from the date of execution of this agreement. The agreements will serve to enhance and address gaps in services that are currently provided by the core partners. In addition, the partners agree to pursue resources in conjunction with the non-required partners to ensure services are provided to address the skills gap faced by the job seeker as well as the businesses in the WDA.
12. The partners shall jointly review WIOA mandated performance metrics as included in the GLWDB local plan as well as those in related agreements related to the partners. Metrics associated with infrastructure and or shared costs will be jointly developed and reviewed on a regular and recurring basis, through regular communication, data sharing and reporting. The partners agree to assist each agency in meeting the stated goals.
13. The partners agree to the service flow charts as listed in Attachments F-K. The attachments are labeled as follows:
 - Attachment F: Youth Career Pathways Map
 - Attachment G: Unemployment Insurance Service Flow for RESEA
 - Attachment H: Customer-Center Service Design Flow for Low-Skilled, Low-Income Individuals
 - Attachment I: Customer-Center Service Design Flow for Adult Individuals with Disabilities
 - Attachment J: Customer-Center Service Design Flow for Veterans
 - Attachment K: Customer-Center Service Design Flow for Businesses

VI. COMPETITIVE SELECTION OF ONE STOP CAREER CENTERS

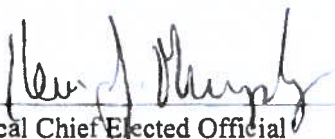
The WIOA required partners agree to participate in the selection process of the One-Stop Operators as required by WIOA, at least once every four years. The GLWDB will provide various levels of participation by partners, ranging from Advisory to Voting Members. Decisions will be discussed and openly communicated to partners prior to review beginning.

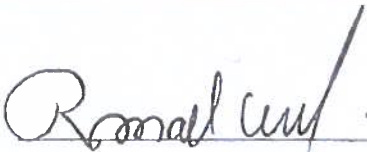
VII. PERFORMANCE MEASURES

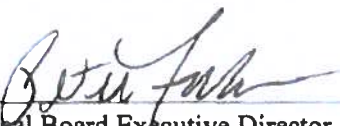
The GLWDB in agreement with the OSCC Required Partners agree to jointly review the WIOA mandated performance metrics for the workforce areas or metrics as negotiated as part of any shared and infrastructure contract costs between the GLWDB and the mandated One- Stop Career Center partner, including incentives and penalties.


VIII. SIGNATORIES

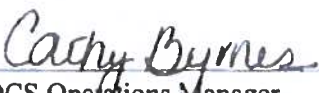
By signing this agreement, all parties agree to reviewing and modifying the local MOU on an as needed basis to ensure further development and alignment with local area priorities and strategies to serve shared customers as well as to update the MOU to satisfy all requirements as identified by WIOA. By signatures affixed below, the parties specify their agreement:



Local Chief Elected Official
Kevin J. Murphy


Local Board Chair
Raymond Wrobel



Local Board Executive Director
Peter Farkas

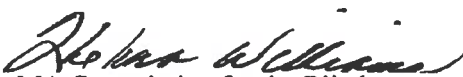

Local Career Center Lead Operator
Shannon Norton

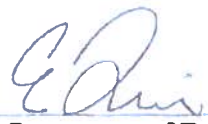

DCS Operations Manager
Cathy Byrnes



DUA Representative
Raghida Ramey


Adult Basic Education
Elizabeth McKiernan


MA Rehabilitation Commission
Maureen Kriff


MA Commission for the Blind
Thelma Williams


MA Department of Transitional Assistance
Erin Quinn


Operation A.B.L.E.
Joan Cirillo

Attachment A

Definitions of Priority Populations

- a. **Unemployment Insurance claimants**
- b. **Adult Education participants:** Enrolled in a Title II program
- c. **Long-term Unemployed:** A person who has experienced unemployment 30 weeks or longer and demonstrates that they are capable of, available, and actively seeking work.
- d. **Veterans (WIOA Sec. 3(53))** An individual who served at least one day in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable. Active service also includes full-time duty in the National Guard or Reserve component, other than full time duty for training purposes.
- e. **Low-Income (including but not limited to TANF and SNAP participants and homeless) (WIOA Sec. 3(36)(a)):** an individual who receives, or in the past six months has received, or is a member of a family that is receiving or in the past six months has received, assistance through:
The DTA, EOHHS Employment and Training Programs funded 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))
The program of block grants to states for temporary assistance for needy families (TANF) program under The EOHHS Department of Transitional Assistance (DTA), Temporary Assistance for Needy Families Program (42 U.S.C. 601 et seq.)
- f. **Older workers (WIOA Sec. 3(39)):** An individual age 55 or older.
- g. **Young adults and young adults with barriers to employment**
 - In-school Youth (WIOA Sec. 129(a)(C) -**Between the ages 14-21, attending school as defined by State law (includes eligible students enrolled in a dropout reengagement program under RCW 28A.175.100; 28A.175.105), as well as low income.
 - Out-of-School Youth (WIOA Sec. 129(a)(B))**Between the ages 16-24, not attending any school, and meet one or more of the following: A school dropout; Within the age of compulsory school attendance (up to age 17 RCW 28A.225), but has not attended school for at least the most recent complete school year calendar quarter.
- h. **Youth and adults with disabilities (WIOA Sec.3 (25)):** An individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990.
- i. **Re-entry-offenders who are released from prisons and jails (WIOA Sec. 3(38)):** An adult or juvenile who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- j. **Employers within the GLWDA**

Attachment B

Job Seeker Services

Basic Career Services

Outreach, intake and orientation to the services, programs and resources available

Assessments of skill level, aptitudes and supportive service needs

Job search and placement assistance

Information on the availability of supportive services and referral where appropriate

Information and referral on unemployment insurance claims

Determination of potential need for partner services and referrals where appropriate

Individualized Services

Comprehensive and specialized assessments of skills levels and service needs

Referral to training services where appropriate

Group sessions/workshops

Activities related to work readiness, such as literacy programs, and assessment for potential partner services

Training Opportunities

Occupational skills training through Individual Training Accounts

Adult education and literacy activities

On-the-Job Training and Apprentice Training

Incumbent Worker Training

Skill upgrading and retraining

Attachment C

Business Service Team

Partners will identify staff contact to serve as part of the business service team. The team will coordinate efforts to provide the following services, including but not limited to:

- Conduct outreach regarding Local workforce system's services and products
- Provide access to labor market information
- Assist with interpretation of labor market information
- Post vacancies in the state labor exchange system and take and fill job orders
- Provide customized recruitment and job applicant screening, assessment and referral services
- Conduct job fairs
- Consult on job description development and industry trends
- Provide information on disability awareness issues
- Provide information regarding assistive technology and communication accommodations
- Provide information and services related to unemployment insurance
- Coordinate with on-site Rapid Response activities regarding closures and downsizings
- Coordinate with employers to develop and implement layoff aversion strategies
- Develop or convene industry or sector partnerships
- Access to training funds

Attachment D

UNIVERSAL ACCESS OF CAREER CENTER SERVICES

The Career Center is equipped to accommodate jobseekers with disabilities. The following assistive technology is available in our Resource Room:

- **Windows Screen Magnifier**- Screen enlarger which magnifies text and images on computer screen from 2 to 18 times.
- **JAWS**- a voice synthesizer which outputs computer contents through its speakers.
- **Scanner**- a necessary tool in the process of converting printed documents into formats that can be read with Zoom Text and JAWS software.
- **Dragon Naturally Speaking**- hands free speech recognition software which enables the user to access the web, email and perform computer functions.
- **Kensington Mouse**- a trackball computer mouse that enables the user to perform mouse functions with reduced hand and wrist movements.
- **Pocket Talkers**- amplifies sound for hard of hearing customers who are participating in workshops and meetings.
- **Communication Access for Deaf and Hard of Hearing jobseekers**- upon request, Interpreters and CART services will be secured through the Massachusetts Commission for the Deaf and Hard of Hearing.
- **TTY**- enables Deaf customers to contact employers and community resources.
- **Tape Recorders**- used as a note taker at meetings, workshops.
- **Big Keys**- keyboard with enlarged keys, also has a built in assist mode, built in sticky key feature which allows the user to enter keyboard functions without simultaneous key presses.
- **Adjustable Table**- electronically powered table that adjusts its height with a push of a button.
- **Word Q**- software writing tool that is used to provide spelling, grammar and reading assistance. It has word prediction to suggest words to use and provides spoken (text to speech) feedback. It also acts as a text reader to proofread work.
- **Oversized Computer Monitor and Lamp for Task Lighting**
- **Telephone with Amplification**

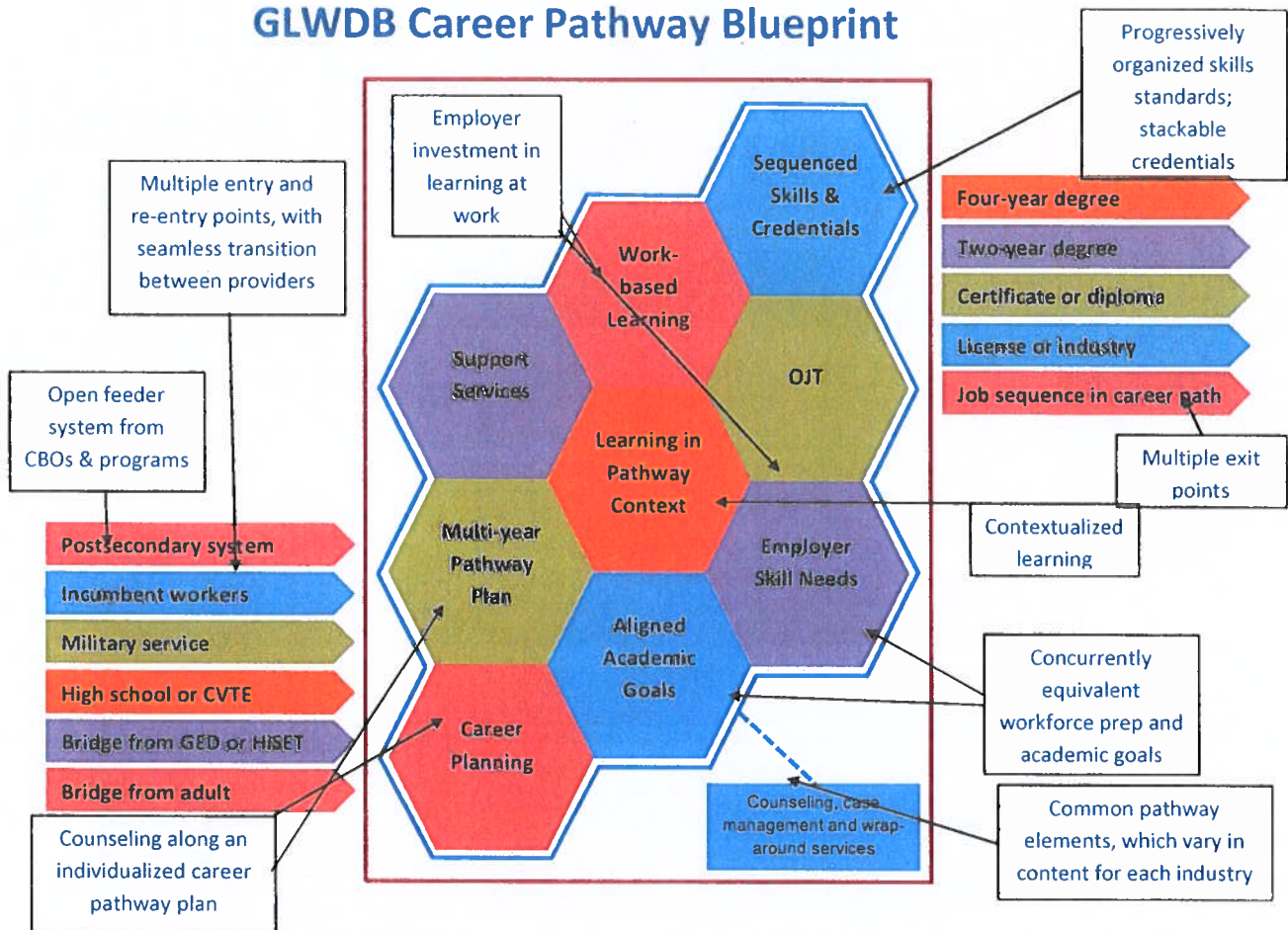
The MassHire Lowell Career Center provides Equal Opportunity in employment and programs.

Attachment E

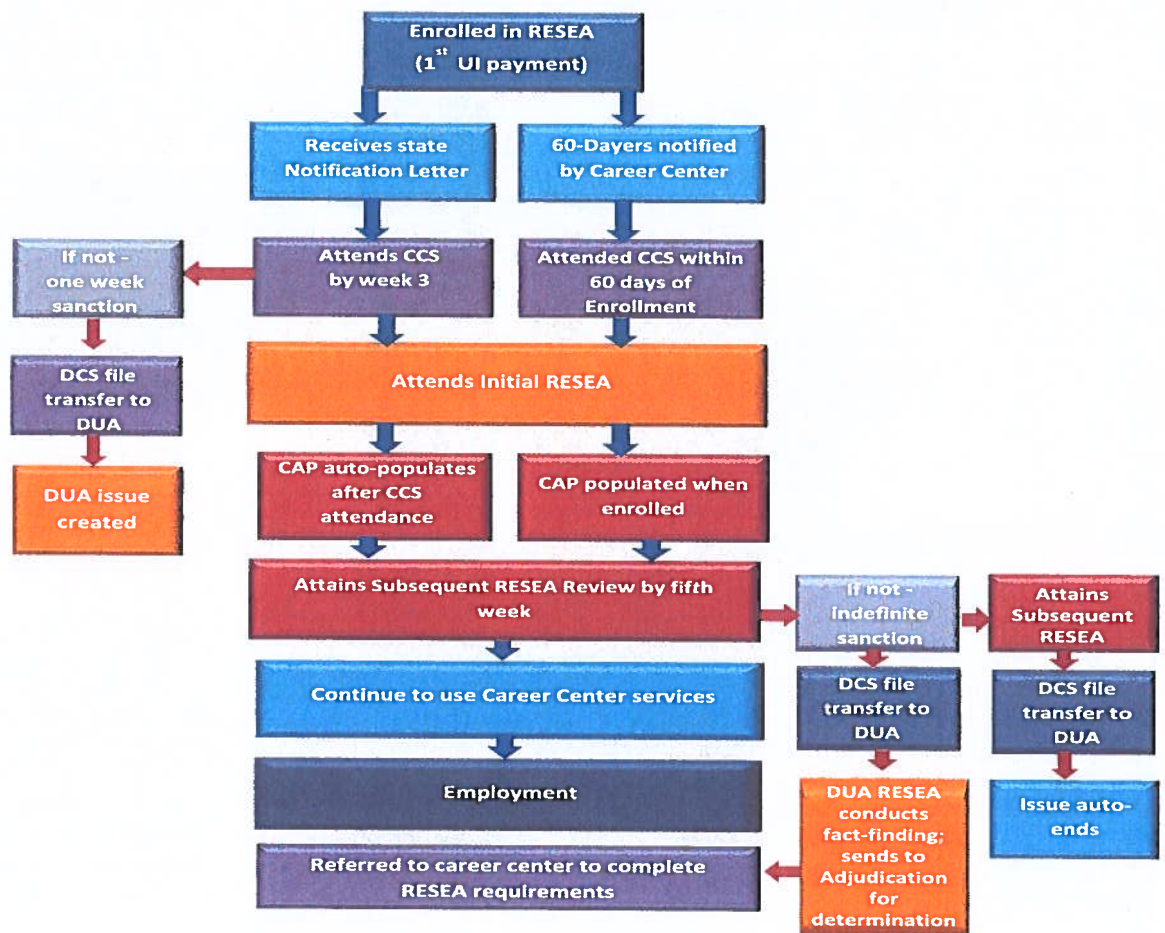
Partner Cross-Training Plan

1. Workshops/Mini Boot Camps to provide an overview of programs and processes for all partners
2. Training of agency liaisons to streamline referral process
3. Online folder for partner agencies to share resources, i.e. resource contacts, brochures etc.
4. Monthly meetings of partner team members to review practices and provide service updates

GLWDB Career Pathway Blueprint

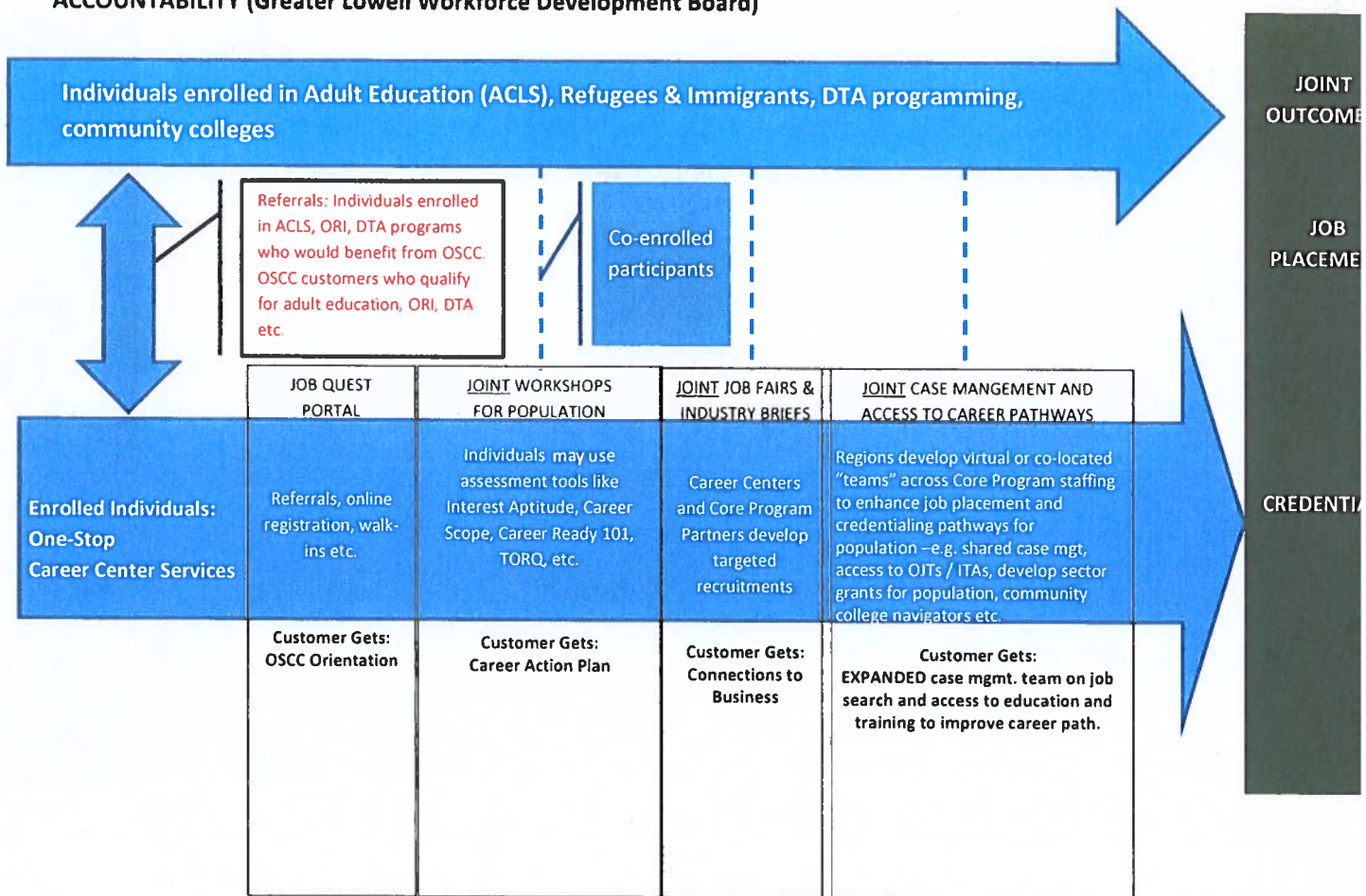


ATTACHMENT G: Unemployment Insurance Service Flow for Reemployment Services and Eligibility Assessment (RESEA) Grant



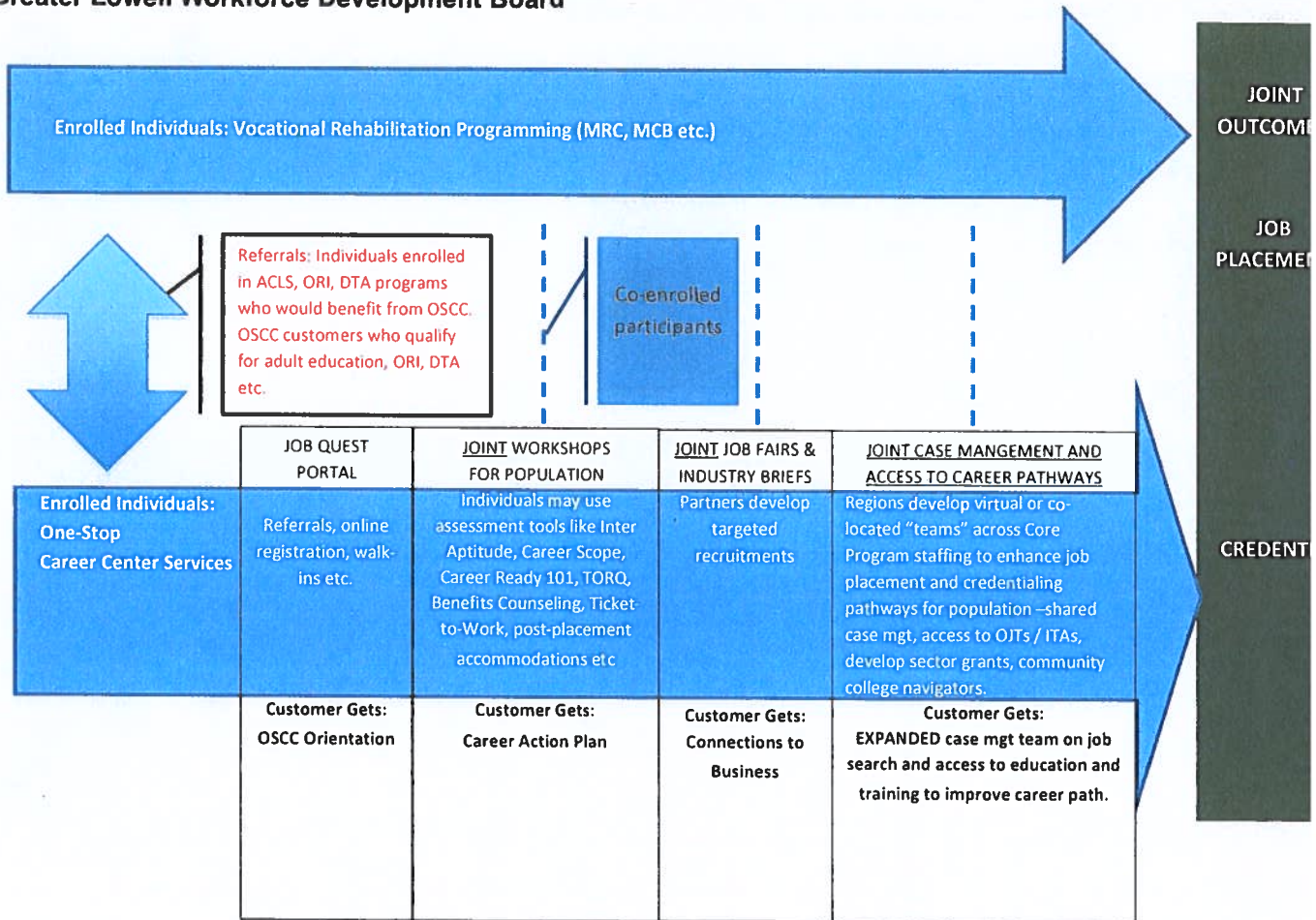
ATTACHMENT H: Customer-Center Service design flowchart for low-skilled, low-income individuals

SHARED CUSTOMER MODEL: SERVICE DESIGN, CAREER PATHWAYS, COSTS AND ACCOUNTABILITY (Greater Lowell Workforce Development Board)

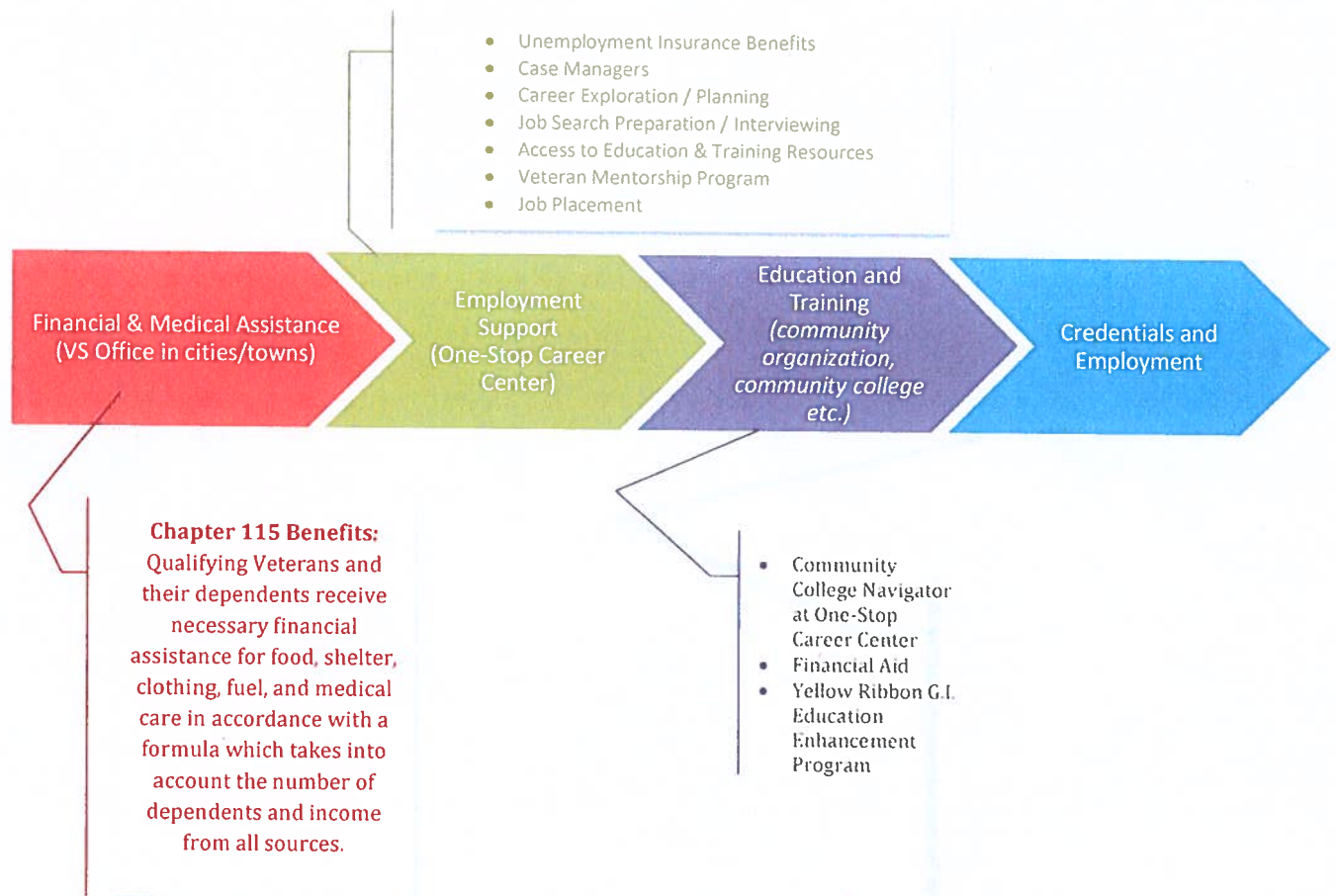


ATTACHMENT I: Customer-centered service design flowcharts for adult individuals with disabilities

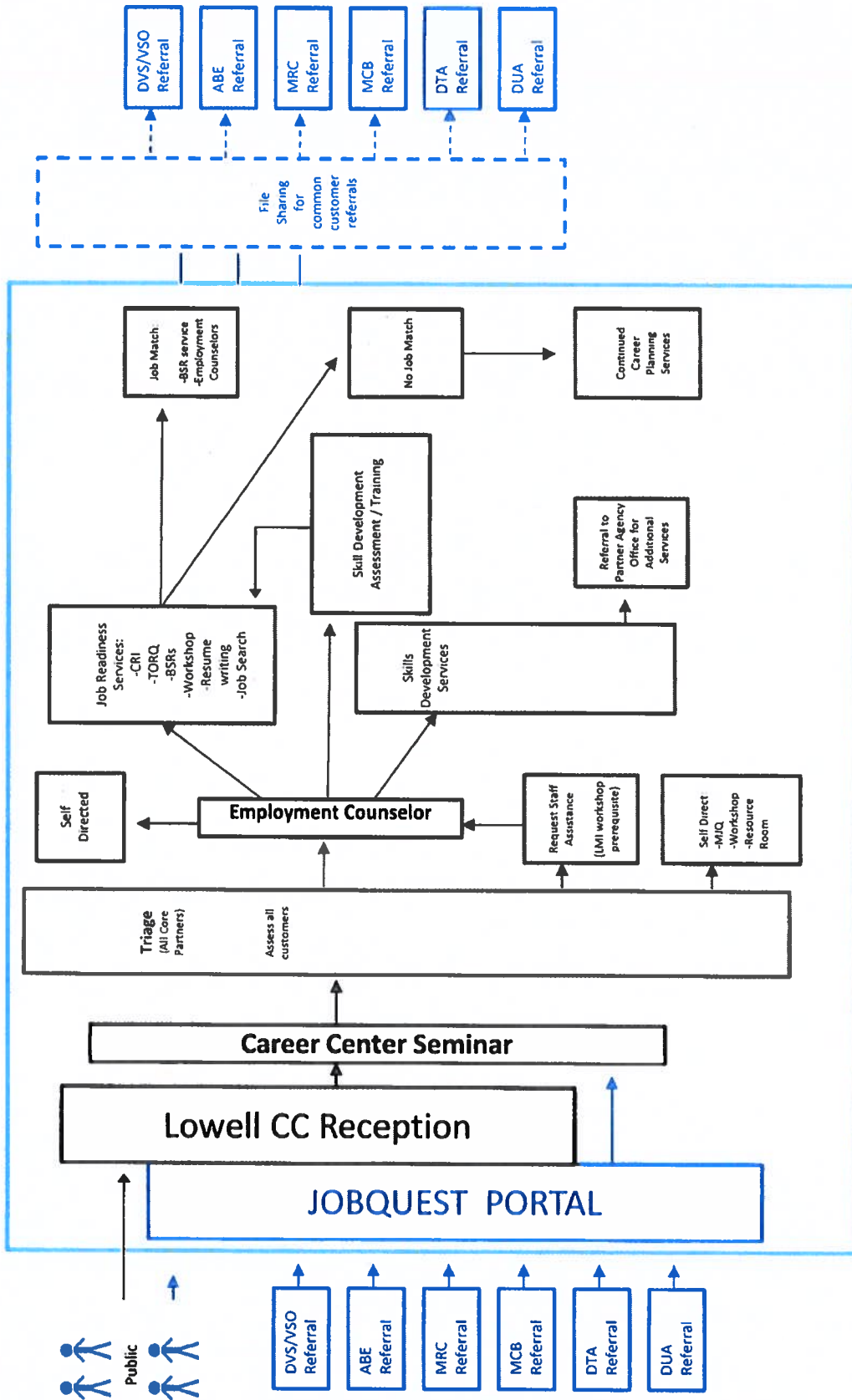
SHARED CUSTOMER MODEL: SERVICE DESIGN, CAREER PATHWAYS, COSTS AND ACCOUNTABILITY
Greater Lowell Workforce Development Board



ATTACHMENT J: Customer-centered service design flowcharts for Veterans



Attachment K – Partner Customer Flow Chart



Note on Reporting: any reporting/ matching which utilizes confidential UI data will be matched and reported through DUA to the extent allowed under Massachusetts law.

Legend
 Anything blue = New IT Interface
 Anything green = New Staffing/ Customer Flow Redesign
 Anything black = Exists Today