

MassHire Merrimack Valley Workforce Board
Workforce Innovation and Opportunity Act
Memorandum of Understanding (MOU)
with Northern Essex Community College's
Merrimack Valley (MassHire) Career Center Partners

I. PURPOSE

This Memorandum of Understanding (MOU) outlines an accord developed between the MassHire Merrimack Valley Workforce Board (MMVWB), with the agreement of its Chief Elected Official, City of Lawrence Mayor Daniel Rivera, and the Merrimack Valley One-Stop Career Center (OSCC) Partners, who are described below in Section II. This accord is a working document articulating relationships related to Merrimack Valley One-Stop Career Center services from July 1, 2018 onwards for no more than three years or until members either modify the MOU or it is superseded by Federal or State government. This MOU defines the roles and responsibilities of the MassHire Merrimack Valley Career Center (MMVCC) and its Partners in striving to produce the best possible VWCC outcomes for shared customers, be they youth, adults, dislocated workers, other job seekers or businesses.

Partners who have signed this MOU agree with its contents and provisions as consistent with their respective programs, services and activities as well as with their authorizing statutes and regulations. Partners also recognize that MOU implementation will require efforts towards continuous improvement that may be effected by economic cycles, unemployment rates, and funding availability.

II.A. OSCC REQUIRED PARTNERS

In accordance with WIOA Section 121(c), this MOU has been developed and executed with the agreement of the Merrimack Valley Workforce Area Chief Elected Official, the MassHire Merrimack Valley Workforce Board - MMVWB -, as defined by the Workforce Innovation and Opportunity Act (WIOA) at 20 CFR Part 678.400.

Merrimack Valley mandatory One-Stop Career Centers Partners include the following:

1. The Department of Career Services (DCS), Executive Office of Labor and Workforce Development (DCS/EOLWD) WIOA Title I Adult Program;
2. DCS/EOLWD WIOA Title I Dislocated Worker Program;
3. DCS/EOLWD WIOA Title Youth Program;
4. DCS, EOLWD Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III);
5. Lawrence Adult Learning Center;
6. Northern Essex Community College/CAEPP;
7. Methuen Adult Learning Center;
8. Haverhill Community Action Inc.;
9. Notre Dame Education Center – Lawrence;
10. International Institute of Greater Lawrence;

11. The Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV), Massachusetts Rehabilitation Commission (MRC);
12. The Massachusetts Commission for the Blind (MCB), Executive Office of Health and Human Services (EOHHS);
13. The Department of Unemployment Assistance (DUA), Massachusetts' EOLWD Federal-state unemployment compensation program;
14. DCS/EOLWD's Trade Adjustment Assistance (TAA) for Workers Programs whose activities are authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
15. The DCS, EOLWD Jobs for Veterans State Grants Program (authorized under 38, U.S.C. 4100 et. seq.);
16. The EOHHS Department of Transitional Assistance (DTA), Temporary Assistance for Needy Families Program (42 U.S.C. 601 et seq.);
17. The DTA, EOHHS Employment and Training Programs funded under the Supplemental Nutrition Assistance Program [SNAP], (Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C.2015(d)(4));
18. Senior Community Service Employment Program (Programs authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.));
19. Greater Lawrence Community Action Council, a Community Based Organization (CBO).

II. B. MOU Development Process

To develop this document, partners met about monthly from the January to June 2017 and bi annually from July 2017 to June 2018. MMVWB convened meetings on the dates decided by a majority of attending partners. Partners could either call in or attend face-to-face meetings. All meetings occurred in the City of Lawrence. Meeting minutes were kept for several months. After that, work done on the written MOU served as the meeting record. Most MOU wording decisions were arrived at through consensus but there were a few votes, especially related to Career Center MOU membership.

III.A. DURATION OF THE MOU

WIOA Section 121(c)(g) requires that this MOU be periodically reviewed to ensure appropriate funding and delivery of services, effectiveness, physical and programmatic accessibility and correlation with updated WIOA regulations. WIOA Regulations Subpart C 20 CFR Part 678.500 further requires MOU renewal following reviews that occur at least once every three years. If no substantial changes occur in this written MOU, it can be extended.

This agreement commenced on July 1, 2017 and shall terminate on June 30th, 2021 unless either extended, terminated by agreement of all parties, or superseded by Federal or State authority.

III.B. Partner Meeting Schedule

Partners will participate in regularly scheduled biannual meetings. Separate ad hoc or subcommittee meetings may also be scheduled quarterly or as needed but all members must be notified of those meeting in a timely way.

III.C. Meeting Quorum and Bilateral Agreements with single partners

Quorum will be met if five members or member delegates are in attendance. Changes to Standard Operating Procedures, shared customer definitions, shared customer tracking or anything deemed worthy of review by a majority of members, must be included in meeting agendas for at least a month prior to a final decision being made.

Bilateral agreements between the MVWDB/Career Center and a specific partner, DTA for example, may be executed without consulting all members so long as that bilateral agreement does not directly impact other partners or partner customers in a significant way. Whenever possible, bilateral agreement copies will be shared with partners for comment prior to their release. They will also be included as addendums to this document. Partners are to be informed of each other's co-location agreements, even if a co-location doesn't occur within a MassHire Merrimack Valley Career Center.

(Information on priority populations is provided below in Section V.)

IV. ASSURANCES

The Mass Merrimack Valley Workforce Board (MMVWB) and the Merrimack Valley OSCC Partners agree to the following:

1. Conducting an ongoing assessment of this MOU to incorporate necessary modifications in order to achieve continuous improvements to Merrimack Valley's one-stop delivery system.
2. Participating 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 WIOA programs and activities.
3. Updating and further detailing the definition of Partner "shared" customers to create an ever clearer understanding of how multiple providers, services and resources should best support youth, job seekers, and businesses. Partners will inform each other of standard operating procedures developed by their line staff in their interactions with each other. CIES, NEG Hurricane, services to Disabled people and other joint partner services will be reviewed with lessons-learned articulated verbally and in writing.
4. Refining One-Stop Career Center customer flow and service practices across partner agencies, ensuring continuously improved access and service availability to "shared" customers.
5. Utilizing 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, while also recognizing that whatever tools are used must productively connect with statewide data gathering systems and that those statewide stove-pipe systems may limit how robust scale-ups will be. Attempts may be made to jointly purchase or develop regional IT products or processes that will help partners share information or communicate. Partners will at least minimally track shared customers via emails until the Commonwealth has a serviceable and automatic interface within different State data platforms. The Career Center MOSES database will have 'buttons' developed to indicate partner customer sharing.
6. Tracking and evaluating the outcome of services offered to individuals with barriers to employment, especially shared customers.
7. Using some funds or resources available for programs and activities to maintain the one-stop delivery system, including the infrastructure and shared costs of our two One-Stop Career Centers, by methods mutually agreed upon by State Secretariats, the MMVWB, the Merrimack Valley Chief Elected Official, and the Merrimack Valley OSCC Partners. When no consensus on methods is reached, the

Governor, after consultation with the Chief Elected Official, the MMVWB and Massachusetts' State Workforce Development Board shall determine the portion of funds to be provided (WIOA sec. 121(a) (h) (1) (C)). Funding level adjustment recommendations may be made later.

8. Provide representation on the MMVWB as requested by the MVWIA CEO and/or, participate in MMVWB ad hoc activities/events or standing committees.

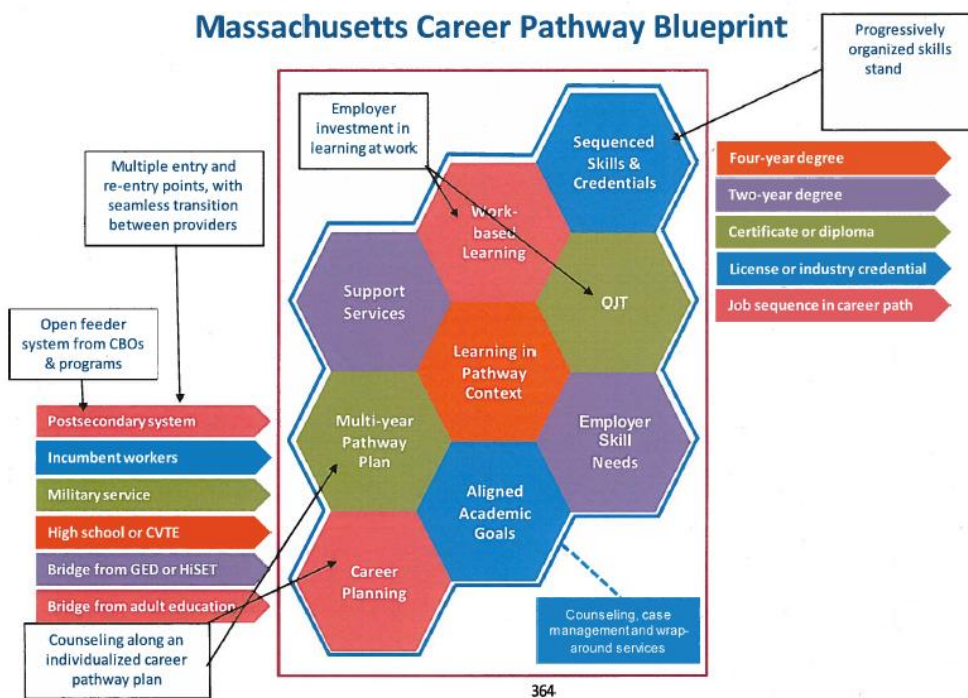
9. The MOU will be reviewed periodically, and if changes occur, renewed, not less than once every 3-years to ensure appropriate service delivery and funding. The MOU will be updated to reflect changes to the One-Stop Partner infrastructure cost contributions. Funding of infrastructure costs for the Merrimack Valley One-Stop Career Centers and other Centers throughout the State are being developed at the State level. It also recognizes that increased outcomes most often correlate to increased funding.

(Information on roles and responsibilities, continuum of services for priority population, criteria used to identify shared customers, how information is captured, as well as intake, assessment and referral process are outlined below.)

V. MEMORANDUM OF UNDERSTANDING

1. Merrimack Valley OSCC Partners here define shared customers ***as ones either actively job- or employee- seeking and receiving either simultaneous or sequential services amongst one or more career center partners and the MassHire Merrimack Valley Career Center. Shared customers must also be recorded in a shared data base, normally MOSES or its feeder data sources that may include Job Quest and Workforce Connect.***

Merrimack Valley's career pathway model for the priority populations described at V.2 below here follows:



WIOA customer service priorities have precedence. When all else is equal, if a priority population shared customer, who is recognized as such, asks for individualized, non-training career center services at the same time as a non-priority population member, the priority population shared customer will receive individualized services first. Priority population shared customers will also benefit by needing to

complete fewer intake forms when shared databases are in-place, and from requiring fewer but better coordinated contacts amongst partners. Priority populations will also have priority for partner or MMVWB supported training as indicated in bilateral agreements approved by the MMVWB, or by being the focus of successful, joint partner proposals and fund development. Due to walk-in customer identification issues, basic career center services may continue as currently.

The MMVWB strives to ensure that WIOA funds are effectively used to increase employment, job retention, and economic prosperity. Because the need is great and funding is not, it is understood that MMVWB limits the occurrence of individual WIOA Title I paid education or skills training to no more than one program every five years, the clock starting at the end of a program. A customer's assessed education, skills and desire to work also have bearing on MMVWB policies for WIOA Title I training. Regional services will be provided in accordance with regional WIOA WDB policies.

MMVWB WIOA Title I training has learning for employment and job retention as its primary positive outcome. All training enrollees must be able to learn taught material within the time-lines MMVWB develops with contracted training vendors. Supplementary, non-WIOA funds may, however, be available to certain individuals previously enrolled in WIOA Title I training and/or education programs or whose desire to work and stay at a job are more questionable. The MMVWB will continue to set policy and prioritize WIOA Title I training fund allocations amongst customers with barriers as needed to maximize effective use of increasingly limited resources.

2. At a minimum, Merrimack Valley priority populations include unemployment insurance claimants; low-income adults including TANF and SNAP recipients; homeless people; 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. All individuals to be served as shared customers will have demonstrated clear interest in finding, keeping, and aspiring to jobs that correspond to their individual educational and skill levels.

Specialized partner services will be supplemented with career center case management or supportive services as warranted and necessary without duplication amongst the specialized partner service providers and VWCC. To minimize repetitive form completion, we will work to use a secure, non-redundant shared databases to which information can be added and tracked as needed by partners. We currently expect MOSES, JobQuest and Workforce Connect to fulfill this requirement. The Career Center MOSES database will have 'buttons' developed to indicate partner customer sharing.

The Merrimack Valley contains an increasing number of working poor, other low-income people, disabled people, and others, all of whom have barriers to employment. Job skills training to selected individuals will normally be paid for using WIOA Title I or MRC funds. In recognition that there are insufficient WIOA Title I funds to job train many of them, employment-related academic remediation will normally be conducted by WIOA Title II contractors. WIOA Title II students recommended for Title I training may be enrolled in that training if both the MMVWB, Career Center Director and Training vendor agree.

Other, non-WIOA Title I funds will be sought by MMVWB and OSCC Partners, often in collaboration with each other. Special populations will normally receive primary services from entities whose mission it is to provide those specialized services. Reinforcing career center services will be provided as possible and necessary for employment and job retention. Services to under-employed or unemployed people will focus on helping them find work and stay in jobs. Services will be designed to match the needs of hiring employers.

Balancing the mix of partner services to under-employed or unemployed people will require ongoing discussions and adjustments based on economic conditions, unemployment rates, and workforce

development funding. There is little doubt that partners must work together to deal with actual and future funding cuts. Although no level of joint planning and coordinated service delivery can compensate for significantly reduced funding, they can help us better deal with related issues and better serve our shared customers.

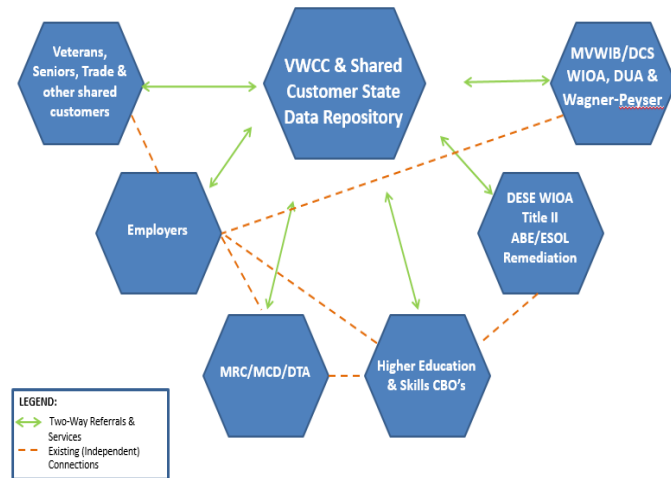
3. The continuum of services available for each of our priority populations is based on a customer-focused design or career pathway model as indicated below. OSCC partners will take part in the following:

- no less than once every four years, select a career center operator to lead the continuum of services;
- develop a shared vision and culture for the MV OSCCs that acknowledges the key role each individual and all partners play in its success; the vision will also acknowledge that we are continuously balancing different customer interests, including different job seeker and employer interests. Partners will have an ongoing dialogue on how to best to balance *What is best for unemployed or underemployed individuals and what is best for employer customers*;
- balance and rebalance unemployed, underemployed and employer interests in ways that maximize both individual and corporate responsibility, workforce development; and economic growth;
- strive to improve and attain a seamless delivery system with complimentary activities (i.e. workshop presentation, case management assessment, data entry, etc.) that maximize use of the most talented partner and career center staff members in non-duplicative ways – staff integration is fostered but individual professional expertise and strengths amongst partners' individual staff members are highlighted and shared;
- work with ABE and ESOL partners to refine customer referrals between WIOA Title II and WIOA Title I systems with complimentary funding opportunities sought to support individual career pathway initiatives and area employers;
- consult with, and form a central leadership team among whom there may be Department of Transitional Assistance, Massachusetts Rehabilitation Commission, and Commission for the Blind staff, and other organization's staff who may be interested, to help continuously improve the provision of career center services to shared customers;
- strengthen VWCC services to veterans and people with disabilities by balancing compliance with Federal priority guidelines with the well-planned use of staff time in service to unemployed or underemployed individuals and employee-seeking employers;
- coordinate with the MMVWB Board and other career center partners to attract additional resources to the region, including federal, state, and privately-funded demonstration grants;
- periodically review MOSES data with partners to help continuously improve effective service delivery to unemployed and underemployed customers. The Career Center MOSES database will have 'buttons' developed to indicate partner customer sharing.
- Along with center staff, ascertain the need for any space design changes to continuously improve the quality and efficient delivery of services to career center and partner customers; Share respective partner data to analyze their correlation with OSCC data. Similar, shared data reviews will offered when they provide information that may improve career center services. 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 data sharing 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 also understand that a shared data system is being designed at the state level to fully support the development and implementation of a state-level data system, subject

to the foregoing limitations. Partners will at least minimally track shared customers via emails until the Commonwealth has a serviceable and automatic interface within different State data platforms.

The next page shows a figure outlining customer flow across MOU partners for each priority population. As stated above, the description presupposes that we define Shared Customers as ones ***actively employee-seeking or job seeking and receiving simultaneous or sequential job readiness services amongst one or more career center partners and the career center***. Not all partner customers may be 'Shared' ones.

In the figure to the right, the green lines to the center indicate two-way referrals and services between Partners and VWCC. The dotted lines indicate existing connections between partners and others that may result in non-shared customers independently connected to employers, higher education or CBOs. We should remember that current guidance states that there is no penalty in double-counting shared customers. We should strive to do so whenever services are offered by partners and our career centers.



Partners will inform each other of standard operating procedures developed by their line staff in their interactions with each other. CIES, NEG Hurricane, services to Disabled people and other joint partner services will be reviewed with lessons-learned articulated verbally and in writing.

a. The following numbers estimate how many shared or unshared clients will be served by partners. Some customers may be double-counted and served by more than one partner in more than one category. Some numbers listed assume shared customer service delivery in line with the definition outlined above.

Partner Funding Source/ Service Recipient Category	Year One	Year Two	Year Three
WIOA Title I 'Adult' Individualized Services	300	300	300
WIOA Title I 'Dislocated Worker' Individualized Services	600	600	600
WIOA Title I 'Youth'	100	100	100
Wagner Peyser	10,500	11,300	11,700
Adult Education and Family Literacy Title II	700	700	700
Vocational Rehabilitation/MA Rehabilitation Commission (*approx. 20 shared)	1600*	1600*	1600*
MA Commission for the Blind – HHS	5	10	15
Department of Unemployment Assistance	10,000	10,000	10,000
MA Veterans Grant Programs	100	150	200
Department of Transitional Assistance – Temporary Assistance	500	500	500
Department of Transitional Assistance – SNAP	1000	1000	1000
Senior Community Service Employment – Title V Older Am Act	65	66	66

Higher Education	5000	5000	5000
CBO – Greater Lawrence Community Action Council	1000	1000	1000

b. The below lists 1] the types of supports and services leading to employment that are available for each priority shared customer; and 2] which MOU partners will primarily provide supports and services.

Activities Leading to Employment	Primary Service Provider
Unemployment Insurance Payment	DUA
Recruitment	VWCC, and partners
Intake	VWCC, and partners
Assessment	VWCC, and partners
Orientation	VWCC, and partners
Case Management	VWCC, and some partners
DOL funded Supportive Services	VWCC and some partners
Remedial Education	Title II partners & CBOs
Job Exploration, Employment Readiness and Job Placement Services	VWCC, SCSEP
Skills Training	MMVWB with Skills Training Vendors
Title I OJT, apprenticeships,	VWCC, employers and some partners
Title II Educational Remediation	DESE ACLS Title II contractors
Vocational Rehabilitation	MRC
Worksite aids to the visually impaired	MCB
Temporary subsistence benefits	DTA
Temporary food subsistence benefits	DTA SNAP
Veterans Job Assistance	VWCC, and partners
TAA Assistance	VWCC, and partners
Child Care	DTA, GLCAC, CAI, VWCC
Transportation	GLCAC, DTA, ABE, VWCC
Internships	NECC, VWCC, SCSEP
Subsidized Youth Summer Employment	MMVWB/VWCC
Young Adult Year-Round Subsidized Employment	MMVWB/VWCC
Health Insurance outreach, orientation, and enrollment	GLCAC, VWCC
Cross Cultural Orientation	DESE ACLS WIOA Title II contractors
Service and Assistance Navigation	DTA, ACLS WIOA Title II contractors
U.S. Civics Education	ACLS WIOA Title II contractors
Basic Career Pathways orientation	VWCC, DTA, ACLS WIOA Title II contractors
Higher Education Degrees or Credentials	Colleges

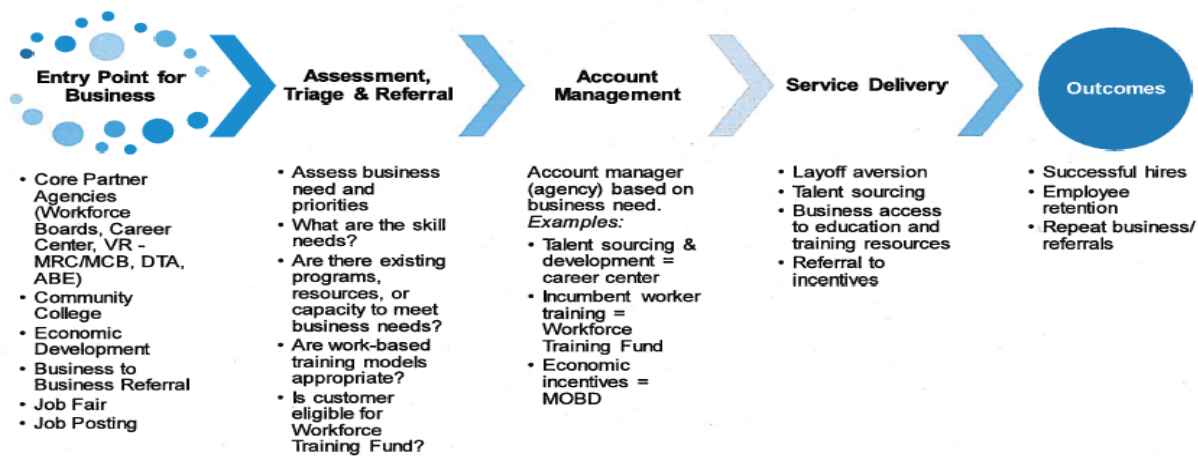
c. Methods for referring individuals or business customers between the partners for appropriate services and activities.

Methods	Responsible Party(ies)
Phone coordination - with data base entries recording the coordination	VWCC and Partners
Email exchanges or notifications - with data base entries recording the coordination	VWCC and Partners
Signed, hand-carried sheets indicating the person carrying the sheet as a shared customer	VWCC and Partners

Either walk-in or scheduled appointments will be used as situations warrant.

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, and a map for the business customer flow across MOU partners in the Merrimack Valley area, follow:

Statewide Model for Business Services Across Agency Partners



MMVWB/VWCC and MOU signatories will endeavor to do the following:

- partner with local employers to create solutions to their workforce training needs, while creating training and retraining opportunities for the region's unemployed, underemployed, and incumbent workers;
- generate an increased number of employer-paid training grants with partners and employers;
- partner with employer-based unions as desired and appropriate.

5. Merrimack Valley OSCC Partners and the MMVWB recommended that NECC be chosen as OSCC Operator and the MV CEO accepted their recommendation. Apart from two MMVWB/OSCC IT staff and about two hundred computers, NECC has 2,400 computers connected to a shared network and overseen by an IT Department with 10 full-time staff. The IT Department is responsible for maintaining the network, servers, and computers, including installing and upgrading software, ensuring the integrity of the security system, repairing computers and data lines as needed, and tracking the life-cycles of all hardware for scheduled replacement. NECC IT tasks are managed using KACE, a state-of-the-art systems management software.

NECC's Learning Accommodations Center ensures that the college complies with Section 504 of the Rehabilitation Act and with the Americans with Disabilities Act. The Learning Accommodations Center works with students facing a variety of physical and learning challenges to ensure that they have access to the services they need to maximize their academic experience at the college. The

college is also the Regional Center for Gallaudet University, which has led advancements for the deaf and hard-of-hearing for over 150 years.

As stated by a 12/2/16 EOLWD release “Vocational Rehabilitation, Workforce Boards, One-Stop Career Centers, adult education, community colleges and other partners work together to support long-term progress for individuals along a skills and employment pathway. Several key practices are consistent:

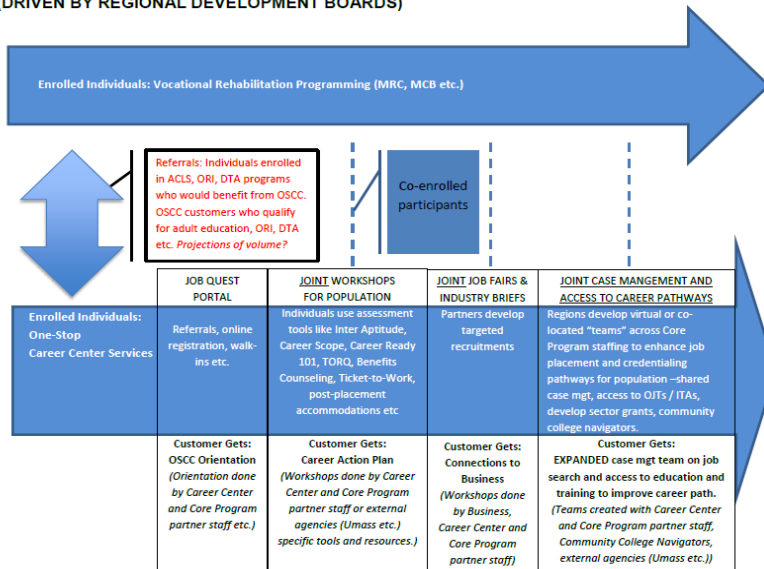
Referral and Co-enrollment Practices for Performance

1. Consumer visits the Career Center and discloses to the worker that they have a disability. The consumer is offered OSCC orientation and assistance with Job Quest Portal. Consumer is asked if he/she is enrolled with VR. If the answer is no, then they should be asked if they would like to be referred to VR.
2. Consumer visits VR agency and develops an Individual Plan for Employment (IPE). After training services are completed, consumer works with VR Counselor and OSCC counselor on job search and related services.

...the VR agency and the Career Centers would both receive credit for the services provided when the employment goal is achieved. Establishing a good referral process between VR and Career Centers is vital to a successful collaboration with the Career Center and the VR agencies.

The below chart, again from a 12/2/16 EOLWD issuance illustrates how individuals with disabilities will be shared customers with either career centers or MRC or MCB being points of entry for services to individuals with disabilities.

ATTACHMENT C: Customer-centered service design flowcharts for adult individuals with disabilities
SHARED CUSTOMER MODEL: SERVICE DESIGN, CAREER PATHWAYS, COSTS AND ACCOUNTABILITY (DRIVEN BY REGIONAL DEVELOPMENT BOARDS)



BILITY

Employment will be the primary positive outcome

But

An academic or technical credential is also a positive outcome

Case by case refinements of the above will be tracked. Listening to partners and customers is the key to improving and maintaining a professional and welcoming environment. NECC will establish feedback loops, at several steps in the customer engagement process, to enable customers and partners to comment on the facility and the services being delivered. The feedback loop may take the form of a suggestion box, periodic surveys, secret shoppers, a Twitter account, or all of the above. Similarly, OSCC partners and staff will be encouraged to comment on processes and facilities and suggest improvements.

Comments and suggestions from the customers and the staff will be handled by the MMVWB and OSCC Director for appropriate action.

OSCC hours of operation will be from 8:00 a.m. to 4:30 p.m. Monday through Friday. In addition and if requisite funding is available, the career center will be open one night a week until 8:00 p.m. and on Saturday from 9:00 a.m. to 1:00 p.m. The center will periodically survey partners and customers to determine if the proposed hours accommodate their needs or if they should be modified to allow greater access, especially for employed and underemployed customers and individuals with child care or other family responsibilities. In addition to the Lawrence location, Northern Essex Community College proposes to locate a satellite center in Haverhill. The college proposes a downtown Haverhill location that will offer greater access for job seekers and local employers.

The Lawrence Center is closer to residents of Lawrence, Methuen, Andover, and North Andover; while the satellite would offer greater convenience to residents from Haverhill, Merrimack, Boxford, Georgetown, and Groveland. To ensure that the communities in the north/east sector (i.e. Amesbury, Newburyport, Newbury, West Newbury, Rowley, and Salisbury) have access to services, the college will work with local libraries, not-for-profit organizations, and town and city offices to coordinate service delivery. The college proposes to explore ways to regularly deploy staff in those communities and also use technology tools, such as video conferencing, to deliver workshops. One potential option is scheduling one-on-one career counseling sessions via skype at central locations.

Please note that the above will be influenced by funding negotiations, actual funding, and state-level approval when individual partner staffing is involved.

6. MV OSCC Partner Northern Essex Community College is committed to staff development and training. As one of the college's strategic initiatives for the coming years, the Dean of Academic Innovation and Professional Development has created a comprehensive catalogue of career development and training options, including courses, certificates, and programs offered by NECC, as well as options offered by external providers.

Cross training will occur at all-staff meetings that include Career Center and partner staff. Cross-training will occur at both career center and partner sites.

The one-stop career center will adopt the staff development process used by the college, which starts with an initial benchmark profile of each staff person. The college requires all staff to take a Strengths/Quest analysis. As the name implies, the analysis presents a profile that emphasizes the individual's strengths. Examples of identified strengths include: Discipline, Analytical, Context, Relative, and Achiever. The Strengths/Quest profile gathers facts about the individual's education, credentials, work experience, specific skills, interests, and personal, career, and education goals. The next step involves a plan, with a timeline, to identify the professional development opportunities the individual would like to access. VWCC staff will be eligible for a range of professional development options, and, in some cases, may be eligible for college tuition waiver programs for staff and their families. MV OSCC partners will be invited to participate in some of the above activities as financially reasonable and possible.

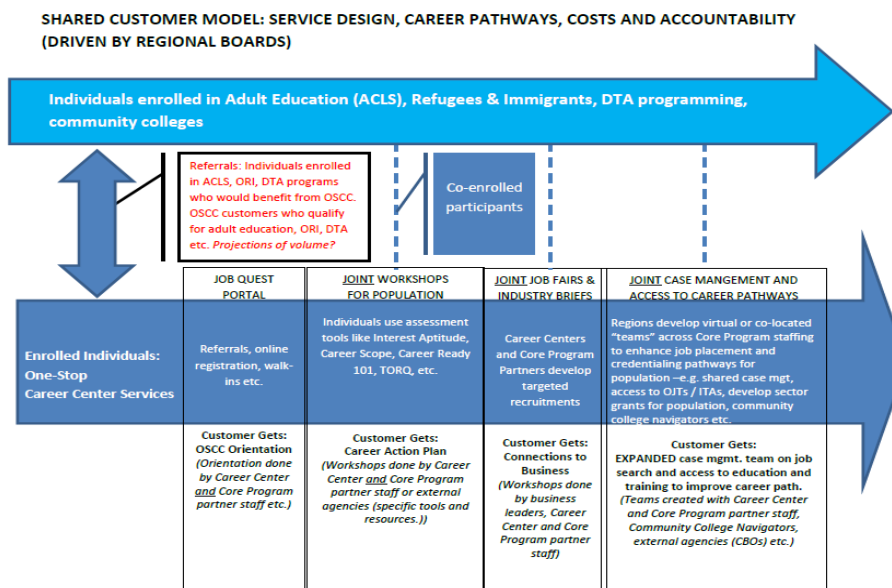
7. We assure Federal and State authorities that Merrimack Valley OSCC Partners participated in the FY 2017's competitive selection process for the One-Stop Career Center lead operator and that they will do so again in the future.

8a. 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.

8b. VWCC and DTA concluded bilateral negotiations for their local relationship and other partners are encouraged to do so when so guided by their parent Secretariat. They are also encouraged to share contract details with other area career center partners via bi-lateral contracts to be included as addendums to this MOU. Merrimack Valley funding agreements satisfy the requirements of WIOA section 121(h) for purposes of funding the one-stop system in PY 2017 and 18.

The following chart, from a 12/2/16 EOLWD release, illustrates the broad outlines of State or Regional Career Center/Partner process agreements.



Employment will be the primary positive outcome

But

An academic or technical credential is also a positive outcome

8c. DUA will provide information under this agreement to another party to this agreement only:

-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 (there is a current form in the attachments to this agreement which DUA reserves the right to modify in its sole discretion); and

-following execution by DUA and an approved applicant of a Data Sharing and Cost Reimbursement Agreement (currently in the forms attached for confidential data and for non-confidential data, which DUA reserves the right to modify in its sole discretion).

DUA will not be bound by any provision of this agreement that does not expressly mention DUA by name.

9. This MOU is effective from July 1, 2017 to June 30, 2021 unless otherwise terminated by agreement of all parties or superseded by Federal or State action. If individuals who sign this MOU resign or otherwise leave their position, its guidelines will be observed by the entities they represented unless terminated by agreement of all parties or otherwise superseded.

11. WIOA Sections 121(c) (g) requires that this MOU be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, 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 or an extension if changes are just minor. The Merrimack Valley Career Center Partners agree to these requirements.

12. The following provisions are agreed to by all parties insofar as they are consistent with partner services and activities, authorizing statutes, and regulations:

- a. When two or more customers simultaneously request services, shared customers will receive priority for individualized services over non-shared customers. Service priority implies that individualized service wait times will be shortened for shared customers.
- b. Partners will sponsor shared customer and staff internships at each other's work sites when such internships enhance customer services and result in more benefits than costs.
- c. Partners will share staff who have outstanding public presentation, explanatory, motivational, or organizational abilities for short-term customer service events or for staff development when such sharing does not disrupt services at individual partner worksites. Whenever possible, people best at some activity may be used by partners regardless of funding source.
- d. Insofar as shared customers can be better served as a result of staff development workshops, partners will offer their staff quarterly or biannual staff development workshops explaining who constitutes their primary shared customers and how those customers are served.
- e. Since WIOA does not require a sequence of services and staff are being familiarized with various types of jobs, intake, assessment, data entry and other preliminary work done at one partner site may be used by career center and partner staff to plan or provide other services.
- f. Compliance with all applicable Federal regulations is always to be sought while also creatively managing staff and staff time to cost-effectively serve all shared customers.

13. The MOU includes all current requirements as set-forth in WIOA MOU policy guidance dated December 2nd, 2016, updated or refreshed by WIOA Joint Partner Communication 02.2017 issued on December 27, 2017

14. The Merrimack Valley MOU reflects 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 the MMVWB and the mandated OSCC Partners, including incentives and penalties.

The MOU is fully executed when it contains the signatures of the Merrimack Valley 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 once 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 ONE STOP CAREER CENTERS

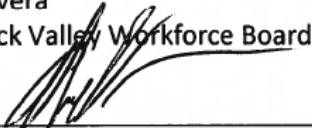
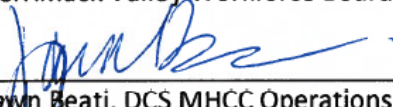
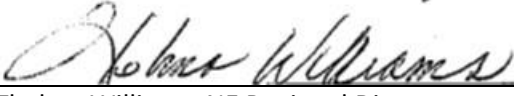
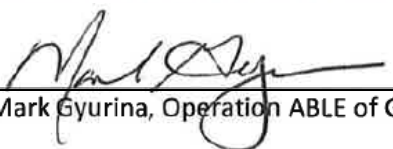
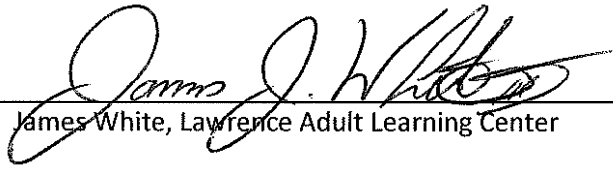

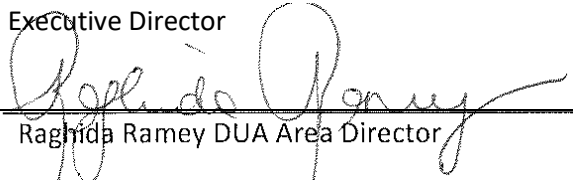
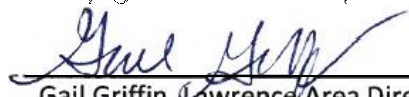
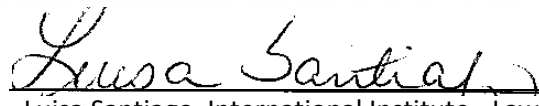

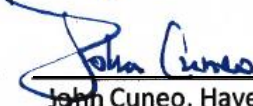
The WIOA Required Partners agree to participate in the selection process of One-Stop Operators as required by WIOA, at least once every 4 years.

VII. PERFORMANCE MEASURES

The Merrimack Valley WIB, our Workforce Development Board, in agreement with the VWCC Required Partners, agree to jointly review the WIOA mandated performance metrics for this workforce area and/or other metrics negotiated as part of any shared costs contract developed by either the MMVWB and the mandated One- Stop Career Center partners or at the State level, including incentives and penalties.

VIII. SIGNATORIES

By signing this agreement, all parties agree to the provisions contained herein which are also subject to applicable, Federal, and State regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, the maintenance of data and other confidential information relating to One-Stop Career Center customers and Merrimack Valley WIB policies that do not contravene any of the above regulations and guidelines. By signing the MOU, Parties agree to reviewing and modifying this MOU on an as-needed basis to ensure further alignment with area **priorities and strategies to serve shared customers and** to satisfy all requirements as identified by WIOA. **By signatures affixed below, the parties specify their agreement:**


Daniel Rivera
Merrimack Valley Workforce Board Chief Elected
Official
Abel Vargas
Merrimack Valley Workforce Board ED
Dawn Beati, DCS MHCC Operations Manager
Thelma Williams, NE Regional Director
MA Commission for the Blind
Cynthia Faulkner, Notre Dame Education Center
Mark Gyurina, Operation ABLE of Greater Boston
James White, Lawrence Adult Learning Center
Susan Prior, Methuen Adult Learning Center
Irene Chalek, NECC CAEPP
Juan Yopez
MV Workforce Board (WB) Chair
Linda Rohrer, Merrimack Valley Career Center
Executive Director
Raghida Ramey DUA Area Director
Gail Griffin, Lawrence Area Director
Mass Rehabilitation Commission
Elaine DeVito, MA DTA Lawrence
Luisa Santiago, International Institute - Lawrence
Evelyn Friedman, Greater Lawrence CAC
John Cuneo, Haverhill CAI