

Workforce Innovation and Opportunity Act (WIOA)

MassHire North Shore Workforce Board and WIOA Partners

Memorandum of Understanding (MOU)

June 26, 2017

(Refreshed, June 30, 2020)

I. PURPOSE

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the **MassHire North Shore Workforce Board**, with agreement of **Mayor Kimberley Driscoll, City Salem** and the North Shore Partners), relating to the operation of the one-stop delivery of service in the local workforce area.

The **MassHire North Shore Workforce Board** will act as the convener of MOU negotiations and together with North Shore 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 **North Shore Workforce Area**), the **MassHire North Shore Workforce Board** and the Workforce Innovation and Opportunity Act (WIOA) OSCC Required Partners as defined by WIOA in WIOA Regulations 20 CFR Part 678.400 as mandatory partners in the 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 DCSEOLWD;
- 3. The Youth Program** (Title I), as part of DCSEOLWD;
- 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.) and the **Supplemental Nutrition Assistance Program (SNAP)** as part of Department of Transitional Assistance (DTA), EOHHS;
11. **Employment and Training Programs under the Supplemental Nutrition Assistance Program**, (Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C.2015(d)(4)), as part of DTA, EOHHS;
12. **Senior Community Service Employment Program** (Programs authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.))

Additional non-required Partners in the local MOU may be added at any time during the term of this MOU, as agreed by the existing partners.

III. DURATION OF THE MOU

This agreement shall commence on **June 26, 2017** and shall terminate on **June 30, 2021** unless otherwise terminated by agreement of all parties or superseded.

IV. ASSURANCES

The **MassHire North Shore Workforce Board** and the Partners of the North Shore Workforce Partnership identified above agree to conduct the following activities at a local level:

1. 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.
2. Serve the “shared” customer as defined by the Partners with a focus on providing high quality, result orientated programming and outcomes. (Please see Section V. #3.) (Please see Attachment 1.)
3. Implement the One-Stop Career Center customer flow and service practices across Partner agencies, including ensuring the accessibility and availability of services to “shared” customers. (Please see Attachment 2 and 3)

4. Continue to research and 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.
5. Track and evaluate the outcomes for individuals who face barriers to employment.
6. 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 centers, through methods agreed upon by the local board, chief elected official, and Partners.
7. Provide representation on the local workforce boards (as defined by MASSHIRE NORTH SHORE WB policy) to the extent possible and/or participate in local board ad hoc activities/events or on standing committees.
8. 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.

V. MEMORANDUM OF UNDERSTANDING CONTENT

1. At a minimum, North Shore Workforce Partnership will support, financially and in-kind, the following services consistent with and coordinated with the One-Stop Career Center.

Job Seeker Services		
<u>Basic Career Services</u>	<u>Individualized Career Services</u>	<u>Training</u>
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 the employment goals	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 in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT) and Apprenticeship
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	
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 and individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules

* Continuous attention to career pathway models for populations will be the focus of case management and services provided to all customers – in particular those in training.

<h2>Business Services Team</h2> <p>Beginning, September, 2018, the MassHire North Shore Career Center will convene the Business Services Team, including at least one rep from each Partner that will meet monthly to discuss employer outreach and status of work with companies.</p>		
Provide and follow established protocol with businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assis 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 job description development and industry trends	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 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
--	---	--

2. Partners within the North Shore Workforce Partnership will serve, at a minimum the following populations:

- The long-term unemployed,
- UI Claimants,
- Veterans,
- Youth and Adults with Disabilities,
- Adult Basic Education/ESOL participants,
- Low-Income.(TANF, homeless across all WIOA programs),
- Reentry – offenders who are released from prisons and jails
- Older Workers, and
- Young adults with barriers to employment.

*In addition, Partners will work together on strategies and programs for employers and solving their employment needs. (Please see attachment 2)

3. The “shared customer” has been defined by the North Shore Workforce Partnership as - a job seeker/student or a business who is formally enrolled in services by more than one core program (at the same time or sequential.)
4. The North Shore Workforce Partnership agrees on a continuum of services available for each priority population in the local workforce area based on a customer-centered design or career pathway model. (Please see Attachment 4)
5. WIOA offers an opportunity to innovate and strengthen service to industries and business. The Partners commit to working with employers who have persistent and deep worker skills shortages, are in targeted industries, employ people in targeted occupations, and are committed to hiring people with disabilities. Partners will work together to identify employer needs in the current economy and share this labor market information. (Please see attachment 5)
5. The North Shore Workforce Partnership has developed a Referral Portal, through which Partners will share names, contact information, and general related information. This Portal represents the entry point for serving Shared Customers. Partners will ensure that customers entered into this Portal have agreed in writing to sharing their contact information and will keep a record of this agreement in their files. Shared customers will have access to all resources (including computers, fax machines, copiers, workshops etc. available at the career center. (Please see attachment 6 for a listing of the North Shore Career Center locations, hours of operations and contact information)
6. The North Shore Workforce Partnership agrees that increased sharing of data will benefit the quality of service delivery to both the job seeker and business customer. 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 sharing of data 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 understand that a shared data system is being designed at the state level and will fully support the development and implementation of a state-level data system, subject to the foregoing limitations. In addition, the Partners agree to meet on a bi-monthly basis throughout the period of the MOU. (Please see Attachment 7)

7. The North Shore Workforce Partnership has established a preliminary training plan for management and the staff of partners. (Please see attachment 8)
8. The MASSHIRE NORTH SHORE WB will provide for various levels of participation by Partners in the One Stop Review Team, ranging from Advisory to Voting Members. Decisions will be based primarily on the MASSHIRE NORTH SHORE WB's policies to 1) have a majority of the Review Team representative of the Critical Industries in our region, and 2) to have a reasonably sized Voting Review Team. Decisions will be discussed and openly communicated to Partners prior to review beginning. All Review Activity will respect Section 30B of MGL, the legal structure around which the MASSHIRE NORTH SHORE WB performs procurement, and various levels of participation (either on full review team if a MASSHIRE NORTH SHORE WB Board Member or on the advisory committee if not) of the OSCC Required Partners in the competitive selection process for the One-Stop Career Center lead operator in the local workforce area.
9. 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.

10. The North Shore Workforce Partnership agrees that a MOU review will occur not less than every three years.
11. The MOU acknowledges other provisions agreed to by all parties that are consistent with all partner programs' services and activities, authorizing statutes and regulations.
12. The North Shore Workforce Partnership agrees to jointly review and commit to WIOA mandated performance metrics that are include in the NSWB annual business plan, and in any related grant documents associated with each member Partner. The North Shore Workforce Partnership commits to assist all Partners in reaching these goals. In addition, the North Shore Workforce Partnership agrees to mutually develop and commit to metrics associated with infrastructure/shared services, and to proceed with a full commitment to meet these goals

VII. SIGNATORIES

By signing this agreement, all parties agree to the provisions contained herein are subject to all applicable, Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of data and other confidential information relating to One-Stop Career Center customers. The North Shore Workforce Partnership also agrees 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:

**Tracey Cahalane, Chair
MassHire North Shore Workforce Board**

6/19/20

Signature:

Date:

**Kimberley Driscoll, Mayor
City of Salem**

6/19/20

Signature:

Date:

**Michele Lockwood, Area Director
Mass. Rehabilitation Commission**

Michele Lockwood

6/19/20

Signature:

Date:

**Thelma Williams, Regional Director
Mass. Commission for the Blind**



6/19/20

Signature:

Date:

**Eveliz Arroyo-Barrows
Deputy Director of Field Operations
Department of Unemployment Assistance**



6/19/20

Signature:

Date:

**Mark Gyurina, Chief Program Officer
Operation A.B.L.E.**



6/19/20

Signature:

Date:

**Paul Ventresca, Career Center Manager
North Shore Career Center (DCS)**



6/19/20

Signature:

Date:

**James Henderson, Director of Adult
Education
North Shore Community Action Programs**

James Henderson

6/19/20

Signature:

Date:

**Patricia Gentile, President
North Shore Community College**



6/22/17

Signature:

Date:

**Edward Tirrell, Executive Director
Pathways Inc.**



6/19/20

Signature:

Date:

Sylvia Hosman
Department of Transitional Assistance



6/19/20

Signature:

Date:

Mark Whitmore, Executive Director
MassHire North Shore Career Center



6/19/20

Signature:

Date:

Mary Sarris, Executive Director
MassHire North Shore Workforce Board



6/19/20

Signature:

Date: