

**Memorandum of Understanding**  
**between**  
**The Greater New Bedford Workforce Investment Board, Inc.**  
**and**  
**The Massachusetts Department of Education**  
**350 Main Street**  
**Malden, MA 02148**

**July 1, 2001- June 30, 2003**

**Local Partners:**

**New Bedford Public Schools**  
**Adult Basic Education Program**  
**455 County Street**  
**New Bedford, MA 02740**

**UMASS Dartmouth**  
**Workers' Educational Program**  
**1213 Purchase Street**  
**New Bedford, MA 02740**

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## LOCAL MEMORANDUM OF UNDERSTANDING

### PREAMBLE

The Commonwealth of Massachusetts has a vision for a Workforce Investment System that is designed to meet the needs of the Commonwealth's workforce in the 21<sup>st</sup> Century. That vision has two components: 1. Determining the goals that the Massachusetts workforce investment system will be designed to achieve, and 2. Determining how the workforce investment system will be designed to ensure achievement of those goals.

The Commonwealth's plan for the implementation of the Federal Workforce Investment Act of 1998 (P.L. 105-220) in Massachusetts is guided by this overall vision and the One-Stop Career Center System will play a central role in moving the Commonwealth towards its achievement. The expansion of the existing One-Stop Career Center System will aid in the integration of formerly discrete programs, broaden the scope of service to employers and job seekers, and improve the quality of services delivered.

The Governor has designated the Greater New Bedford Local Workforce Investment Board (LWIB) as the local entity with lead responsibility for the implementation of the Workforce Investment Act (WIA) in the Greater New Bedford Region of Massachusetts.

In executing its responsibilities, the Greater New Bedford Workforce Investment Board will continue to demonstrate its commitment to the One-Stop Program by working closely with the Chief Elected Official (CEO) and each of its local partners to develop a workforce investment system that will respond to the Governor's mandate and meet the needs of residents and employers of the Commonwealth.

### DEFINITIONS

- Chief Elected Official (CEO) – The Chief Elected Executive Officer of a unit of general local government in the designated local workforce investment area charged by the Governor with primary responsibility to execute the CEO role mandated by the Workforce Investment Act.
- Memorandum of Understanding (MOU) – An agreement developed and executed at the local level between the LWIB and the One-Stop partners, with the agreement of the Chief Elected Official, relating to the operation of the One-Stop delivery system in the local area.
- Interagency Partnership Agreement (State Level Agreement) – An agreement developed and executed at the State level between DLWD, as the lead entity designated by the governor, and the partnering agencies, to demonstrate commitment to the Massachusetts WIA vision and basic operating principles for the operation of the workforce investment system.
- One-Stop Career Center (OSCC) – The entity mandated by the Workforce Investment Act to operate for job seekers and employers as the universal point of access to a streamlined and coordinated system for the delivery of workforce services and information.
- One-Stop Career Center Operator – The entity designated and certified by the LWIB, with the agreement of the CEO, to perform the role described in 20 CFR 662.400. In

Massachusetts, this role commonly includes the coordination and management of services provided within a center.

- Partner (Required) – The entities that operate the workforce development programs identified in WIA Section 121(b)(1) and in 20 CFR Part 662.200 of the WIA Regulations and are named as required participants in the provision of core services in the One-Stop delivery system.
- Partner (Affiliated) – Other entities that carry out human resource programs, including Federal, State or local programs, and programs in the private sector. They may serve as additional partners if the LWIB and the CEO approve the entity’s participation.
- Resource Sharing Agreement/Cost Allocation Plan – A local document that describes the methodologies for the equitable allocation of costs among benefiting cost objectives in a One-Stop career center.
- Title One Signatory – The local entity which has the lead responsibility to administer the policies, interpretations, guidelines and definitions relating to program operations under Title I of the Workforce Investment Act.
- WIA Communication Series – A formal series of numbered, written memos that are designed to guide state and local entities in implementing the Workforce Investment Act in Massachusetts through the issuance of policy and information / technical assistance guidance.
- Workforce Investment Act of 1998 – Public Law 105-220 (August 7, 1998), which provides the framework for a unique national workforce preparation and employment system that consolidates, coordinates and improves employment, training, literacy and vocational rehabilitation programs in order to meet the needs of employers and jobseekers.
- State Workforce Investment Board (SWIB) – Formerly the MassJobs Council, the role of the State WIB is to assist the Governor in the development of the state workforce investment plan (State Plan) and to carry out the additional functions described in WIA Section 111(d).
- Local Workforce Investment Board (LWIB) – Formerly the Regional Employment Board (REB), the role of the LWIB is to set local policy and oversee workforce investment programs in partnership with the CEO for the local workforce investment area (LWIA).

## **I. PARTIES**

This Memorandum of Understanding (MOU) is entered into between the Greater New Bedford Workforce Investment Board, the Chief Elected Official, the One-Stop Career Center Operator and The Massachusetts Department of Education.

## **II. PURPOSE**

The purpose of this MOU is to establish an agreement between the above named party and the Greater New Bedford Workforce Investment Board (GNBWIB) concerning their respective roles and responsibilities for implementation of the provisions of Section 121(c)(2) of Title I of the Workforce Investment Act of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in the Greater New Bedford area. In addition, this agreement will establish formalized, joint processes and procedures that will enable the LWIB to provide universal access to the current workforce delivery system resulting in a seamless and comprehensive array of employment services, job training, education and other workforce development services to the Greater New Bedford area.

The Parties to this agreement shall coordinate and perform the activities and services described herein within the scope of and without violation or abridgement of any legislative, regulatory or collective bargaining requirements governing the parties' respective programs, services, and agencies. If any part of this agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the agreed upon performance.

### **III. VISION**

The parties who enter into this agreement are committed to a Massachusetts workforce investment system that is built upon the following principles:

- The Massachusetts workforce investment system will be built on and guided by a genuine partnership between the public and private sectors and between state and local stakeholders.
- A common strategic vision will guide the entire workforce investment system. This vision will be translated by each partner into concrete goals, which complement the goals of all other partners.
- The Massachusetts workforce investment system will be responsive to its customers and will provide them with the opportunity to make informed choices.
- The workforce investment system will focus on those skills that improve workers' employability in the marketplace.
- Programs and services will be developed based on a continuing assessment of firms' needs and workers' skills.
- The workforce investment system will provide a coordinated progression of services that is easily understood by and accessible to the Massachusetts workforce and employers.
- The workforce investment system will be run efficiently. Customers will have access to a range of services, which can accommodate those most job ready. Intensive services will be reserved for those most at risk of suffering unemployment, serious income loss and/or poverty.

### **IV. DURATION**

This agreement shall commence on July 1, 2001 and shall terminate on June 30, 2002, unless otherwise terminated by agreement of all parties or superseded.

### **V. PROCEDURES FOR AMENDMENT**

- A. The MOU may be modified by mutual agreement of the appropriate partners and the Greater New Bedford Workforce Investment Board (GNBWIB) (example: Funding changes). Any such modification will be preceded by 30-days written notice to all partners of the intent to modify this agreement, the purpose of such modification, and the GNBWIB meeting at which the modification will be discussed.

- B. Any individual party to the MOU may request a modification to the agreement by making such request in writing to the GNBWIB Chair. If such a request affects any other party to the agreement, the GNBWIB will follow notification procedures specified in A., above, concerning notification to the other parties.
- C. The MOU may be modified at any time to include additional One-Stop Career Center partners (mandatory or affiliated) who will sign the agreement and appropriate attachment at the time they are being added. All parties to the MOU will be notified in writing of the intention to add parties to the agreement.
- D. The MOU may be terminated for non-performance, as determined by the Department and/or the WIB, of the terms and conditions that have been approved by all parties to this agreement.

## **VI. SERVICES**

The core services applicable to this agreement are those described in the WIA Regulations at 20 CFR 662.640 and WIA Communication Series #00-03. Pursuant to 20 CFR 662.640 and the WIA Policy, these services must be available to those clients eligible for services from each mandatory One Stop Career Center partner and described in the appropriate attached Scope of Services.

**Greater New Bedford Workforce Investment Board  
Memorandum of Understanding  
Scope of Services**

Attachment D: Massachusetts Department of Education  
*Adult Education and Family Literacy*

- Mandatory Partner**  
 **Affiliated Partner**

**VI. SERVICES**

A. Operation

This Memorandum of Understanding (MOU) is entered into between the Greater New Bedford Workforce Investment Board, the Chief Elected Official, the Greater New Bedford One Stop Career Center and the Massachusetts Department of Education (the Department) on behalf of the Adult Education & Family Literacy (WIA Title II) services the Department oversees. The Department shall select local Title II Adult Basic Education Programs to serve as its representatives in the region with respect to this agreement.

The purpose of this MOU is to establish an agreement among the above mentioned parties concerning their respective roles and responsibilities for implementation of the provisions of section 121(c)(2) of Title I and section 231(e)(9) of Title II of the Workforce Investment Act of 1998.

B. Career Center Services:

The Core services applicable to this agreement are those described in 20 CFR 662.640 that are provided to adults eligible under WIA Title II, i.e., for undereducated and limited English proficient adults who are:

- 16 years of age or older, not enrolled in a secondary school, have the capacity to acquire basic reading and writing skills, lack the level of reading, writing and/or computation skills expected of a high school graduate (even if they already possess a high school diploma) and/or who are limited English proficient; and,
- Actively seeking to enroll in an ABE program funded under WIA Title II.

The core services that are relevant and appropriate for the Title II partner to provide under this MOU (for individuals who meet the above eligibility criteria) are:

- Initial intake.
- Initial educational functioning level assessment.
- Referral of eligible adults to appropriate Title I and/or Title II ABE programs and associated support services.

For the initial years in which this MOU is effected, the Department is prepared to negotiate with the local Workforce Investment Board on of the following two options under which local representatives of the Department will provide the above listed core services to eligible adults:

1. The first option provides for Career Centers in the region to conduct assessments of individuals basic skill development, utilizing tools recommended by the Department of Education. Career Center staff will participate in any training sessions offered by the Department to build understanding of assessment strategies. Upon conclusion of the assessment, Career Center staff will refer eligible adults to ABE programs designated by the Department. The core services will be provided at a site selected by the ABE program and, if the individual has signed a release, the results will be transmitted to the Career Center in a form that is approved by the Department.

**Initial here if you select Option 1: \_\_\_\_\_**

2. The second option provides for the Department's representative (s) in the region to outstation staff at a Career Center for one or more days per week throughout the year, with the exception of school vacation weeks. Such staff will be provided with suitable space and equipment to conduct these (core) assessment services at the Career Center. The Department prefers this option because it provides for far greater coordination of services between the career center and ABE program(s) on behalf of eligible adults.

**Initial here if you select Option 2: \_\_\_\_\_XX\_\_\_\_\_ *The Greater New Bedford Workforce Investment Board selects Option 2.***

The Workforce Investment Board and its Career Center(s) are expected to provide eligible adults and, if a release is signed, the appropriate Title II ABE program(s), with an individualized employability plan for each adult served under either option one or two. The plan will be provided in a form that is mutually agreeable to the partners and will include recommendation for education and training beyond enrollment in the ABE program.

Participating Department programs are the New Bedford Public Schools and the University of Massachusetts, Dartmouth. The Department will consider negotiating an expansion of the scope of this agreement in future years on a region by region basis contingent upon performance under this MOU.

Information regarding and referral to all services provided by the partner agency will be available at the career center. GNBCC staff will be provided an orientation to Department of Education (DOE) services and DOE-funded program staff will receive a comprehensive orientation to all career center services. The GNBCC will work with its partners to identify other collaborations.

Specific services provided to customers at the GNBCC by DOE-funded program staff of The New Bedford Public Schools and UMASS Dartmouth shall include:

**Outreach:** DOE-funded program staff and GNBCC staff will collaborate to ensure community awareness of available services for individuals and employers. The GNBCC strives to accomplish a seamless system of services for employers and job seekers alike, and within that, will ensure that the dissemination of information includes community and employer awareness of all partner services. Outreach to target populations as determined by the Workforce Investment Board will be conducted through the media, fliers, posters, brochures, presentations to various groups, and collaboration with community based organizations, etc.

**Orientation:** Introduction to DOE-funded program staff services will occur through printed information that will be available in the GNBCC reception area, waiting area, job search workshops and in its Resource Room. Orientation for individuals interested in DOE-

program staff services will occur on an individual walk-in basis, or by appointment with a DOE-funded program staff member. GNBCC staff will conduct periodic orientation and information sessions regarding the full array of career center services and current employment and/or training opportunities on-site at DOE programs. “Field trips” will be periodically conducted to the GNBCC so that DOE customers may become familiar and comfortable with career center services.

**Intake and Eligibility Determination:** DOE-funded program staff will assist individuals entering the GNBCC in completing the registration process and determining eligibility/appropriateness for DOE services. Partner staff may assist interested customers in completing the GNBCC Basic Membership form.

**Deliverables:**

The Greater New Bedford Career Center staff agrees to provide the following information to the Massachusetts Department of Education:

1. Total number of individuals TABE assessed by Career Center staff and a summary of their functioning levels.
2. The educational breakdown of the career center members.

DOE-funded program staff at the Career Center agrees to compile the following information about individuals receiving DOE-funded program services. This information would be provided in summary report format for only those individuals receiving DOE-funded program services through out-stationed staff.

3. Information about programs to which individuals were referred.
4. Where and when individuals enroll in classes.
5. The career goals of the individual.
6. The educational goals of the individual.

Reports with all six areas noted above will be due on a quarterly basis – September 30th, December 30th, March 30th, and June 30th. A standard report format will be provided by the Department of Education. The Career Center Director of the GNBCC will collect information for these quarterly reports and forward this information to the WIB prior to due date. All information will then be submitted to the Career Center liaison at the Massachusetts Department of Education, 350 Main Street, Malden, MA 02148.

The **Massachusetts Department of Education** agrees to provide the following information to Career Center operators:

- list of MDOE funded programs in each region.
- information on current class enrollments in area ABE/ESOL programs that will be available through the new reporting system in the SMARTT ABE system.
- options for assessing basic skill development.
- notification of any changes in the service options within the region.
- reports on the performance records/accountability of area providers.

The Department of Education will identify a liaison to facilitate the transmission of the above information to Career Center operators.

## **VII. REFERRALS**

Career Center staff are trained to identify the needs of employers and job seekers. Primary partner staff will be cross trained so that they are familiar with the range of services provided by all partners, and this training will be on-going. When a job seeker enters the GNBCC, the individual is referred to the partner most appropriate for delivering the services requested. At any point along the service path, if it is determined that partner agency services may be appropriate/necessary, the customer will be referred by telephone or in person to the suitable partner. Customers who have been referred to partner services will be tracked by the GNBCC.

### **Referral to DOE services:**

Referral to DOE-funded program services will occur (a) upon determination that the customer may be eligible for such services; (b) upon determination that the customer is in need of such services, (c) upon the customer's request or expression of interest in such services.

The process for referral is as follows: GNBCC staff will refer directly to on site partner staff for information or initial interview. When this is not feasible, the customer appointment will be logged onto the DOE-funded program staff schedule that will be accessible to GNBCC staff at the Career Center reception desk. The customer will receive an appointment card stating the day/date/time of the appointment and the name and telephone number of the staff who will be meeting with the customer. The customer will be instructed to call the DOE-funded program staff representative directly if he/she must change or cancel the appointment.

### **DOE referral to Career Center Services:**

DOE-funded program staff will be provided with a comprehensive orientation to the services offered at the GNBCC, including all other partner services. DOE customers who have either expressed an interest in any of the Career Center services or who have been identified by DOE-funded program staff as potentially benefiting from any service or combination of GNBCC services will be referred to Career Center Reception for access to center services.

### **DOE/GNBCC referral to other services:**

In the event that DOE customers are referred to other agency services, other partner services, occupational training or employment services, the customer file will be documented and DOE or GNBCC (as appropriate) will be apprised of the referral. Internal referrals, between partners, will be tracked by individual partners and reported to the GNBCC on a monthly basis. The GNBCC, in collaboration with its partners, is in the process of developing an internal referral and tracking mechanism.

## VIII. FUNDING/COST SHARING

*Each partner must contribute a fair share of the operating costs based on their projected use of the One-Stop Career Center system and facilities by individuals attributable to the partner's program, but consistent with the requirements of the Federal law under which the program is authorized (WIA Section 121 (b)(1)(A)(ii).*

### Resource Sharing Agreement:

The primary physical location of the Greater New Bedford Career Center is 618 Acushnet Avenue, New Bedford, MA. There is approximately 10,920 square feet of usable space. Career Center Partners are responsible for their fair share of operating cost, including the following:

- Rent (including maintenance)
- HVAC Charges
- Janitorial Service
- Furniture
- Personnel
- Telephones
- Computer Terminals
- Equipment Usage (Fax, Copiers, including maintenance)
- Supplies
- Postage

The Massachusetts Department of Education will provide funding in the amount of \$29,500 to support the Greater New Bedford Career Center in the provision of services to customers of Adult and Community Learning Services, and to fulfill reporting responsibilities required by this MOU. Continued funding from year to year is dependent upon continued appropriation of funds to The DOE by the general court.

The GNBCC will work with each of its partners to develop a method of tracking referrals. The tracking mechanism will produce a monthly report that will be utilized to (1) measure level of partner services provided at the GNBCC (2) assist the partner in developing reports to its funding source (3) verify equitable benefit for partner and career center (4) analyze partner and career center performance (5) reconcile, quarterly and at year's end, actual activities to plan to adjust to significant variations and/or reevaluate funding plan. Upon identification of significant variations, the GNBCC will adjust the Partner's cost share accordingly.

DOE will also contribute in-kind resources to the GNBCC through the out-stationing of 2 DOE-funded program staff persons at the Career Center. The New Bedford Public Schools will out-station one staff person for 4 hours per week on Tuesdays and UMASS Dartmouth will out-station one staff person for 4 hours per week on Wednesdays.

## IX. ONE STOP CAREER CENTER MANAGEMENT

All partners commit to mutual cooperation and to the continuous quality improvement of services to employers and job seekers. All partners further agree to comply with the policies, procedures and directives of the integrated structure that manages the Greater New Bedford One Stop Career Center operation in a manner appropriate to their use of the Greater New Bedford Career Center facilities and resources and consistent with the terms of their attachment to this agreement. This may include, but is not limited to, such items as management of the day-to-day center operations, provision of information for audit,

compliance, legislative or review purposes, information technology (subject to confidentiality limitations), planning, resource utilization, dispute/grievance resolution, client flow and the provision of services to clients. In addition, all parties agree to respect the integrity of existing collective bargaining contracts in developing their management plan.

In the interest of maintaining a seamless service system and maximizing service to our customers, the Greater New Bedford Career Center and The DOE agree to the following:

- Staff Reporting:

While partner staff out-stationed in the Greater New Bedford Career Center are directly supervised by individuals within their own organizations, an “informal” reporting line will be drawn to the Career Center Director for day-to-day smooth operations. Specifically, all staff stationed in the Career Center agree to accept day-to-day supervision from the Career Center Director or a designee as long as it does not conflict with policies, rules, or directives from the staff person’s home agency. In addition, all staff stationed in the Career Center agree to submit copies of changes in schedule and emergency medical and family contact information for themselves to the Career Center Director and to attend appropriate staff meetings at the Career Center.

- Marketing Materials:

Career Center partners agree to reflect services and hours of operation provided at the Career Center in all appropriate promotional flyers, brochures and information packets provided to individuals served by their particular agency/organization. All partner agencies will include the phrase, “a member of the Greater New Bedford Workforce Investment System” in all marketing and public relations materials.

- Hours of Operation:

Career Center Partners agree to support the established public hours of the Greater New Bedford Career Center, including any extended public hours. Public hours may be altered based on the level of business, with the approval of the Partners' Advisory Council and the Career Center Director, and appropriate notification to the public.

- Training:

Career Center partners agrees to enroll their staff in appropriate staff training in order to collaboratively meet customer service, reporting and performance measurement requirements.

- Change in Service or Accommodations:

Partner will provide written notification to Greater New Bedford Career Center Director with a copy to the WIB Assistant Director for Operations Oversight at least ten business days in advance of any change in service which may affect the customer. Circumstances subject to this provision include, but are not limited to :

- Change in staffing pattern (change in the staff member, should, at a minimum, be communicated to the Career Center Director).
- Change in level of service

The Greater New Bedford Career Center will provide advance written notification of at least ten business days to The DOE and the GNBWIB in the event of:

- Substantial change in partner accommodations
- Change in service demand requiring increase in partner service levels.

*In the event that a modification is proposed for the attachment of a partner, the LWIB must determine whether the modification is significant enough to require the re-signature by all parties of the Main Body. If the LWIB determine that the change is minor, only the Attachment will need to be re-executed.*

## X. SIGNATORIES

By signing this agreement, all parties agree that 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 records and other confidential information relating to One Stop Career Center customers. By signatures affixed below, the parties specify their agreement:

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Anthony R. Sapienza  
GNBWIB Chair

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Date

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Mayor Frederick M. Kalisz, Jr.  
Chief Elected Official

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Date

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Robert P. Bickerton  
Department of Adult Education/  
Adult Basic Education

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Date