

**Memorandum of Understanding  
between the  
Greater New Bedford Workforce Investment Board, Inc.  
and  
Commonwealth Corporation  
Trade Programs Unit  
The Schrafft Center, Suite 110  
529 Main Street  
Boston, MA 02129**

**July 1, 2002 through June 30, 2003**

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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 Workforce Investment Board (GNBWIB) 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, GNBWIB 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 Commonwealth Corporation for the Trade Adjustment Assistance Program for the Greater New Bedford One-Stop Career Center and the Wareham Career Center.

## **II. PURPOSE**

The purpose of this MOU is to establish an agreement between the Commonwealth and the Local Workforce Investment Board (LWIB) 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 and the Trade Act of 1974.

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 GNBWIB 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 Greater New Bedford Workforce Investment System has adopted a set of values in the provision of services to all customers. All parties who enter into this agreement are committed to a Massachusetts workforce investment system that is built upon the following:

- We value **collaboration**...  
Building relationships, developing partners, including all perspectives.
- We value **common ground**...  
Finding the points on which all agree, we build on them.
- We value **customer satisfaction**...  
Proactively seeking customer needs and concerns.
- We value **investment**...  
Investing in people, building skills and increasing earnings, to benefit the whole community
- We value **business**...  
By acting on business needs, we can meet jobseekers' needs.
- We value **access**...  
Enabling people to connect with the services they need, easily, effectively, efficiently.
- We value **life-long learning**...  
Recognizing that learning can never stop if we are to continually improve, and that education is the long-term key to developing a stronger workforce.
- We value **services that meet needs**...  
Matching service levels to the needs of our customers.
- We value **excellence**...  
Evolving services and program offerings based on outcomes – customer feedback and system performance.
- We value our role as a **community resource**...  
Recognizing that we must be an open gateway to information and service that community members of all ages, races, and economic situations can access.

#### **IV. DURATION**

This agreement shall commence on July 1, 2002, and shall terminate on, June 30, 2003, 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 (WIB) (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 WIB 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 LWIB Chair. If such a request affects any other party to the agreement, the LWIB 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.

#### **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 #02-21. Pursuant to 20 CFR 662.640 and the WIA Policy, these services must be available to those clients eligible for services from each mandatory OSCC partner and described in the appropriate Scope of Services. The Scope of Services will detail the manner in which those services will be integrated into the operations of the One-Stop Career Center.

#### **Trade Program Scope of Services**

The Trade Act of 1974 provides funding for dislocated workers whose company has been certified by the U.S. Department of Labor as adversely impacted by foreign trade. Workers who have been dislocated from Trade certified companies must be provided with universal access to basic/core reemployment services under the Workforce Investment Act. Trade eligible workers may receive additional core and intensive services through Wagner-Peyser or Title I Dislocated Worker programs.

The Trade Program provides funding for Training, Travel, Job Search and Relocation activities for Trade eligible workers. In order to receive these training benefits, Trade eligible clients must be receiving case-managed services through a Wagner-Peyser program or Title I Dislocated Workers' program. Case managers of Trade eligible workers must assist Trade clients in submitting appropriate documentation to the Trade Unit of Commonwealth Corporation in order to secure individual client's funding for Training Travel, Job Search and Relocation activities.

## Trade Program Planning Questions

**1. Please describe how services to Trade eligible workers will be integrated or coordinated with the provision of basic/core/intensive services for individuals in the OSCCs.**

For the past two years, GNBCC staff have attended off-site Rapid Response TAA employee meetings to market services, to welcome affected workers to the Career Centers, and to develop joint strategies with Rapid Response staff for reaching customers, including activities such as mailouts, group Career Center orientations, assessments and testing. These activities will continue in FY '03. In addition, Career Center staff attending Rapid Response employee meetings will describe the availability of job loss counseling and workshops provided regularly by the Commonwealth Corporation Clinician at the Greater New Bedford Career Center.

Trade eligible workers may access the GNB Career Center or the Wareham Career Center through a Rapid Response outreach activity or they may be walk-ins. Career Center staff will enroll affected workers into the Trade program and register them as full members of the Career Centers via the MOSES system. Career Center staff will co-enroll Trade eligible applicants or participants into Title 1. They will be integrated with income eligible adults and dislocated workers and be offered the full array of basic, core, and intensive services provided to members of the Career Centers. They will also be given information on the entire spectrum of services available to them under the Trade Act.

Historically, a large number of Trade eligible participants sought services at the GNBCC due to the closing of Cliftex Corp., and cutbacks in other Trade eligible companies. A dedicated Career Counselor was hired in October, 2000, funded by Rapid Response, to serve these customers. Trade program activity will continue with new layoffs or closings at Acushnet Rubber Company, Justin-Shepard and Mediera Twin Fashions.

Specific training services in ESOL, ABE and GED will be provided in our region for former employees of Acushnet Rubber Company, Justin-Shepard and Mediera Twin Fashions. These services will be co-provided by Bristol Community College and Mass Job Training, Inc. through a contract with Commonwealth Corporation, under the Trade Act. New Directions, as lead operator of the Career Centers will work closely with both organizations in coordinating the delivery of services.

**2. What measures will be used to assure that Trade eligible workers who wish to pursue training and other Trade services are identified and referred for the Trade application process?**

Career Center staff are routinely advised of layoffs or plant closings, both potential and actual. All Career Center staff use an updated Trade-eligible list of certified businesses to identify and verify affected workers' applications and enrollments. In addition, by using the advanced search feature of MOSES, Career Center staff can identify other walk-in customers who may be Trade eligible; this feature allows a search of all Career Center members by the name of their last employer.

Career Center staff are trained in Trade services and will be able to provide necessary information to eligible participants. Staff will also assist customers in completing the required Trade documentation. This will be performed in a timely manner to meet Trade benefit eligibility deadlines.

## Assurances for Trade

The grantee, on behalf of Title I staff of the One-Stop Career Center system, agrees to:

1. Coordinate with Rapid Response staff in providing outreach when a company becomes Trade certified.
2. Provide outreach, intake and orientation to all Trade eligible clients that are referred by Rapid Response or otherwise access the Career Center, regardless of area of residence.
3. Provide access to “Core Services” for all Trade eligible persons.
4. Provide access to “Intensive Services” for all Trade eligible persons.
5. Coordinate and provide all data to the MOSES system for Trade SPIR reporting. Career Center staff will also coordinate with the Trade Unit of CommCorp to monitor the data.
6. Help ensure Unemployment Insurance enrollment to those that are eligible.
7. Provide assistance to potentially eligible workers in completing the *Application for Trade Adjustment Assistance Services and Benefits* form (1667 Form).
8. Comply with all CommCorp Trade Policies and procedures.
9. Attend Hearings conducted by the DET Hearings Department for Trade clients, as needed.
10. Provide staff training and ensure Career Center staff attendance at CommCorp trainings, as needed.
11. Provide assistance and guidance to Trade clients in applying for all Trade benefits, including Training, Travel While in Training, Job Search Assistance and Relocation Allowances.

### For those clients entering training:

- To provide in-depth skills, interests and aptitude testing.
- To determine that a Trade client meets the initial eligibility requirements for Trade approved training programs and ensure all Financial Aid resources are identified.
- To complete all Trade Contract Request Information and documentation, including, a three (3)-vendor comparison to identify the lowest cost training or a comparison of two (2)-ITA approved courses/vendors.
- To provide Career Counseling and Follow-up through 30-day contact with Trade eligible clients.
- To provide timely and immediate notification to the CommCorp Trade Unit of clients withdrawals, excessive absences, early completions, etc. for clients in Trade approved training.
- Provide Job Search and Job Placement Assistance to Trade eligible clients.

## VII. REFERRALS

The intake process shall include a referral process to direct applicants to the Greater New Bedford Career Center (GNBCC) partners for the receipt of needed services and appropriate processes for the referral of applicants to training and to employers. Rapid Response will complete the Form 1666, which will be forwarded to the career center with the client file. Trade eligible customers will be “fast tracked;” GNBCC staff will exercise due diligence in ensuring that Trade customers receive services that are sensitive to the time constraints placed upon the process by Trade regulations.

## VIII. FUNDING - COST SHARING

Each partner must contribute a fair share of the operating costs (cash or resources) 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)). Affiliated partners will comply with the terms contained in their attachment. Note: As stated in 20 CFR 662.280, the resources of each partner may only be used to

provide services that are authorized and provided under the partner's program to individuals who are eligible under such program. Funds contributed by state agencies into the Workforce Development System can stand in lieu of the cash contribution.

The Trade Unit of Commonwealth Corporation will answer questions and provide technical assistance to Career Center staff on an as-needed basis. As need is determined, Trade management and/or staff will periodically provide on-site training for career center staff in Trade regulations, forms completion, etc. ("Trade 101").

## **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 One-Stop Career Center Operation in a manner appropriate to their use of the One-Stop 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 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 Commonwealth Corporation for the Trade Adjustment Assistance Program 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:

\_\_\_\_\_  
Anthony R. Sapienza, GNBWIB Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Frederick M. Kalisz Jr.  
Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Goguen,  
Trade Programs Manager, Commonwealth Corp.

\_\_\_\_\_  
Date