

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHWEST REGIONAL WORKFORCE INVESTMENT BOARD
AND
[name of agency]**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the one stop/ American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the one-stop/AJC operator and the [name of agency] for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the delivery of employment related workshops, referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the operation of the One Stop/AJC service delivery system in the State of Connecticut. Each Party is committed to promoting a seamless operation, enhancing access to program services and the long-term employment outcomes for both job seekers and employers.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, in support of a responsive delivery system that meets Connecticut’s workforce development needs and the employment and training needs of all working-aged youth and adults in the state.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer’s needs.

II. Parties to the MOU

This Memorandum of Understanding (MOU) is between the following Workforce Development Board

- Capital Workforce Partners, One Union Place, Hartford, Connecticut
- Workforce Alliance, 560 Ella T. Grasso Blvd., New Haven, Connecticut
- The WorkPlace, 350 Fairfield Avenue, Bridgeport, Connecticut
- Northwest Regional Workforce Investment Board, 249 Thomaston Avenue, Waterbury, Connecticut
- Eastern Connecticut Workforce Investment Board, 108 New Park Avenue, Franklin, Connecticut

(herein referred to as “WDB”) and the [name of agency] (herein referred to as “[]” or “the Partner”), 200 Folly Brook Boulevard, Wethersfield, Connecticut (herein referred to as “the Parties”).

The parties to this MOU represent the following programs: WIOA Title III Wagner-Peyser Act Employment Services; WIOA Title I – Adult, Youth, Dislocated Worker; Trade Adjustment Assistance; Veterans’ Employment and Training Service; Migrant and Seasonal Farmworkers; Unemployment Insurance; Jobs First Employment Services; Apprenticeship.

III. Duration of Agreement

This MOU is effective for the period April 1, 2016 through June 30, 2019. Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. The first date of renewal shall be July 1, 2019. The MOU shall automatically renew on July 1st of subsequent years.

IV. Coordination Service Delivery Activities

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities by:

- Jointly promoting the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote information sharing and coordination of activities to improve the performance of the One Stop/AJC system, including continued access to DOL Wage Data.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

V. Services available through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed, including access to technology and materials, are made available through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the AJC/One Stop system by the responsible party(ies) listed.

Career Services as described in WIOA Sec. 134(c)(2) is available to **Adults, and Dislocated Workers** through the One Stop/AJC delivery system or through referrals or contracts for services.

Training Services: WDB will ensure access to training as described in WIOA Sec. 134 (d)

Worker Profiling and Reemployment Services (WPRS), also referred to as Enhanced Reemployment Services

as described in Public Law 103-152 on November 24, 2013 for **UI claimants** who are likely to exhaust regular unemployment compensation and who will need job search services to successfully transition to new employment may include the following:

Reemployment Services as described in 20 CFR §617.21 – **Trade Adjustment Assistance (TAA)** for Workers

The following services will be coordinated with WDB as needed:

Training Services as described in 20 CFR §717.21 – **Trade Adjustment Assistance (TAA)** for Workers

Unemployment Insurance Services for prospective and current claimants

UI Reemployment Services and Eligibility Assessments (RESEA)- replacing the UI Reemployment and Eligibility Assessment (REA) grants- serving **UI claimants** as described in Unemployment Insurance Program Letters 13-15 and 20-15.

Labor Exchange Services (90%) as described in the **Wagner-Peyser Act** of 1933, as amended by WIOA is available to job seekers through the One Stop/AJC delivery system.

Labor Exchange Services (10%) as described in the **Wagner-Peyser Act** of 1933, as amended by WIOA is available to job seekers through the One Stop/AJC delivery system.

VI. Employment Related Workshops

The Parties agree to work together to ensure the delivery of relevant employment related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers. Each local/regional area will determine which Party will be responsible for workshop delivery based on needs, location, and resources (human and fiscal). [name of agency] will deliver a minimum of three (3) core workshops within the American Job Centers. Workshops such as Resume Basics, Job Search Strategies and Techniques, and Interviewing Skills will be provided by [name of agency]. Additional workshops, specific to each WDB region, are specified in attached addendum.

VII. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each party will have information and receive training about the services of all partner agencies within the One Stop/AJC.
- Customers accessing services through the AJC will receive assistance in determining which of the partner agencies may have services the customer needs.

- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.

The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness.

VIII. Employer Services

All employers in the workforce development area will receive consistent, quality services through One Stop/AJC staff. Parties will work together to ensure coordination of employer services, recruitment activities, applicant screenings and marketing of job opportunities. Employers will be strongly encouraged to conduct recruitments at the One Stop/ AJC facilities and post job opening in the state job bank. Federal and state contractors who are required to post jobs in the state job bank will be advised of their legal obligations.

Recruitment and other business services on behalf of employers, including small employers, under the **Wagner-Peyser Act** of 1933, as amended by WIOA **and under a variety of State laws**. These services shall include the following:

Business Services as described in WIOA Sec. 134(d)(1)(ix) for **Adults and Dislocated Workers** may include the following.

IX. Cost Allocation and Resource Sharing Methodology

[name of agency] agrees to fund infrastructure costs based on the proportionate share of use by [name of agency] staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 3-15.

X. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations and policies as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties.

XI. Severability

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

XII. Modification/Termination

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.

Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

XIII. Signatures

For the [name of agency]

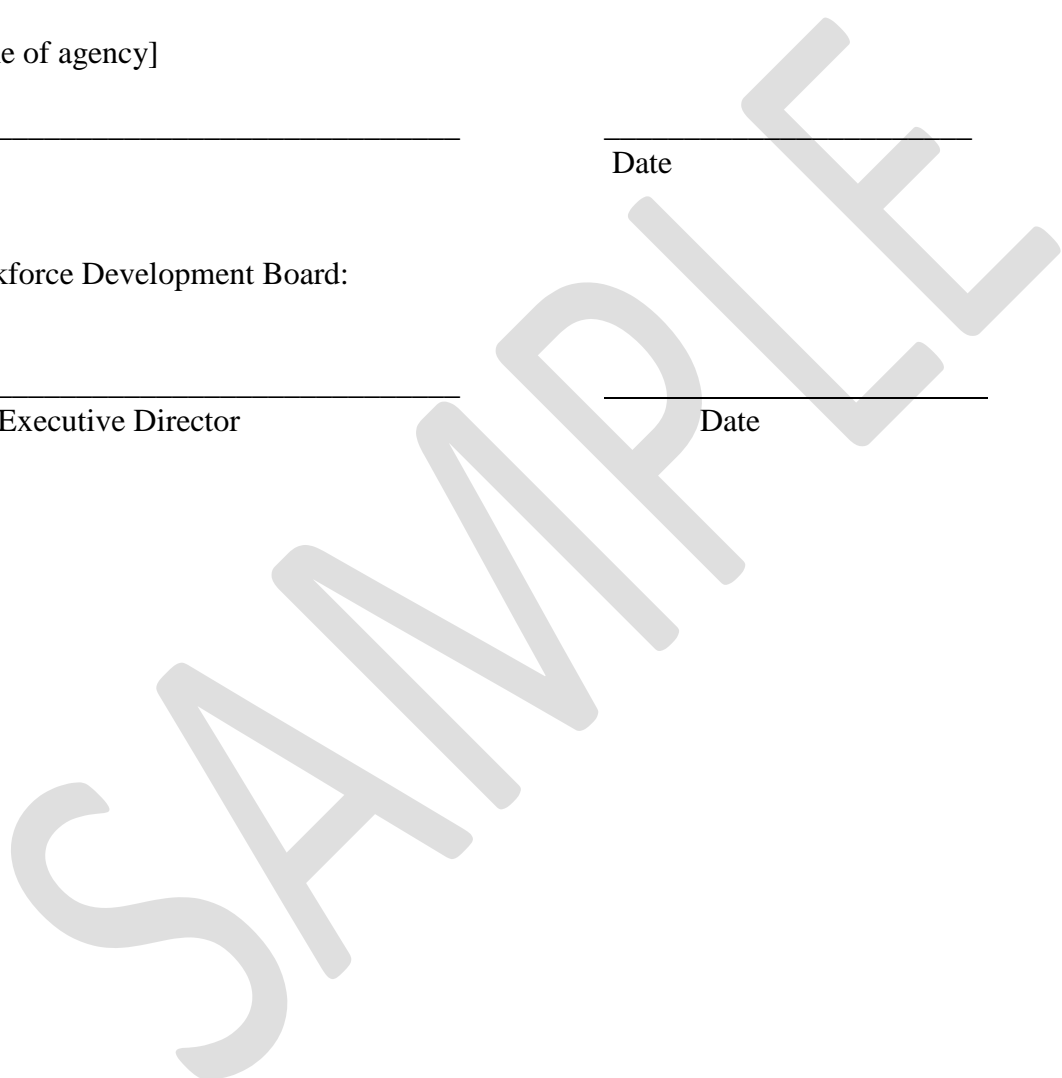
President

Date

For the Workforce Development Board:

President or Executive Director

Date



Addendum

WDB is in the process of negotiating terms of our local agreement. This addendum will be finalized no later than June 30, 2016.

SAMPLE