

Memorandum of Understanding
between
Adult Education & Family Literacy (WIA Title II)
And
Workforce Investment Boards / Career Centers

I. Parties

This Memorandum of Understanding (MOU) is entered into between the _____ Workforce Investment Board, the Chief Elected Official, and the Massachusetts Department of Elementary and Secondary Education (the Department) on behalf of the Adult Education & Family Literacy (WIA Title II) services the Department oversees. The Department, the “required partner” under WIA, shall select local Title II ABE program(s) to serve as its representative(s) in the region with respect to this agreement.

II. Purpose

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.

This agreement is to establish and coordinate joint processes and procedures for the provision of adult basic education (ABE), employment & training services and ensure their effective and efficient delivery in the _____ area. This agreement will assist WIBs in providing universal access to the current workforce delivery system resulting in a seamless and comprehensive array of employment and services, job training, education and other workforce development services in the _____ 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, service, and agencies. If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.

III. Duration

This agreement shall commence on 1 September 2009 (or the date of signature) and shall terminate on 30 August 2010 unless otherwise terminated for cause or by agreement of all parties.

IV. Procedures for Amendments & Termination

- A. The MOU may be modified by mutual agreement of the partners. 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 Local WIB Chair. If such a request affects any other party to the agreement, the Local WIB will follow notification procedures specified in "A" above concerning notification to the other parties.
- C. The MOU may be modified by agreement of the partners at any time to add additional One-Stop Career Centers and/or partners. All parties to the MOU will be notified in writing of the intention to add additional 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.

V. Services

- A. 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 under-educated and limited English proficient adults who are:
 - 1. 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,
 - 2. Actively seeking to enroll in an ABE program funded under WIA Title II.
- B. 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:
 - 1. Initial intake.
 - 2. Initial educational functioning level assessment.
 - 3. Referral of eligible adults to appropriate Title I and/or Title II ABE program(s) and associated support services.
- C. For the year in which this MOU is in effect, the Department is prepared to negotiate with the local WIB one 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 individual's basic skill development, utilizing tools recommended

by the Department of Elementary and Secondary 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 program(s) 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. Staff participating in Option 1 at the career centers within the _____ Workforce Investment Board jurisdiction will be identified to the Department by September 1, 2009.

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 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: _____

- E. The WIB 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 eligible 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.
- F. 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.

VI. Referrals

The intake process shall include a referral process to direct applicants to the Career Center and appropriate partners for the receipt of needed services. The partners to this agreement will jointly agree to method(s) of referral and on-site or electronic access procedures.

VII. 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 (121b1Aii). 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.

The Department has implemented an ABE Rates System that identifies all costs associated with operating an ABE program. Under these Rates, the costs of conducting intake, initial assessment and referral services, i.e., the “core services” covered by this MOU, fall below 2% of total program costs because the majority of resources must be targeted by law to direct instructional services. WIA requires the Department to pay its proportionate share of expenses related to the provision of federally funded Title II related core services in coordination with the WIB and Career Center(s) in each region. Title II funding represents less than 20% (about \$450,000) of the ABE funding distributed by the Department to local ABE programs. If the Department’s position were to pursue a strict implementation of WIA, the Department would be required to provide a percentage of *federal funds only* for these functions. Also, currently only a very small portion of ABE students come into contact with Career Centers, a fact which would further reduce the allocation.

The Department considers it a priority to establish a far more substantial degree of coordination than this “strict construction” implies between ABE and employment and training services. Therefore, it intends to invest in this partnership well beyond these minimum requirements. The Department will provide each region with which this MOU has been successfully executed with an award to the Career Center(s) equal to the proportionate share of the above mentioned figure. Awards to specific regions will reflect the need for ABE services within each region as documented by statistics from the 2000 census of the number of adults without a high school diploma, plus the unduplicated number of adults with limited English proficiency. The Department agrees to pay the ABE program directly that provides this service at a rate consistent with the ACLS rate structure for a teacher/counselor. The cost for out-stationed staff should not be deducted from the WIB regional allocation identified in this document, unless the WIB intends to contract with the ABE provider organization for additional staff time for performance of these duties.

Regional Allocation for _____:

VIII. One-Stop Career Center and Title II Management

All partners commit to mutual cooperation and to the continuous quality improvement of services to employers, job seekers, under-educated and limited English proficient adults. All partners further agree:

- A. To comply with the policies, procedures and directives of the structures that manage the One-Stop Career Center Operation and local Title II ABE programs; and

- B. That all services must be implemented in a manner appropriate to their use of the respective facilities and resources; and
- C. That all services must be consistent with the terms of any approved attachments to this agreement.

This may include, but is not limited to such items as management of day-to-day 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.

IX. Deliverables

The _____ Career Centers agree to provide the following information to the Massachusetts Department of Elementary and Secondary Education:

- a) the functioning level of individuals assessed by Career Center staff, including the DOE-approved tool used to measure such levels.
- b) the educational needs of the individual, including information about programs to which the individual was referred
- c) where and when the individual enrolls in classes, if appropriate
- d) the career and educational goals of the individual
- e) a summary of any employability development plans that may be developed.

Reports in a format to be determined by the Department will be due on a quarterly basis - October 30th, January 31st, April 30th, and July 30th. All information will be submitted to the Career Center liaison, Andrea Perrault, at the Massachusetts Department of Elementary and Secondary Education, 75 Pleasant Street, Malden, MA 02148. The Career Centers will identify specific individuals in each career center who will facilitate transmission of these reports.

The Massachusetts Department of Elementary and Secondary Education agrees to provide the following information to Career Center operators:

- a) list of MDOE funded programs in each region (via ACLS web site searchable by WIB region)
- b) information on current class enrollments in area ABE/ESOL programs that will be available through the new reporting system in the SMARTT ABE system (via ACLS Program Directory on ACLS web site)
- c) requirements for assessing basic skill development
- d) notification of any changes in the service options within the region
- e) reports on the performance records/accountability of area providers

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

