

**MEMORANDUM OF UNDERSTANDING
BETWEEN
(WORKFORCE DEVELOPMENT BOARD)
AND THE
CONNECTICUT STATE DEPARTMENT OF EDUCATION (SDE)**

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 SDE for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the 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 creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

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 Connecticut State Department of Education (herein referred to as "SDE" or "the Partner"), 165 Capitol Avenue, Hartford, Connecticut (herein referred to as "the Parties").

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker; WIOA Title II – Adult Education and Literacy; and Carl D. Perkins Technical Education Act.

III. Duration of Agreement

This MOU is effective for the period July 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 to:

- Jointly promote 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 direct access to services through real-time technology.
- Promote information sharing and coordination of activities to improve the performance of the One-Stop/AJC system in part through the use of data access agreements.
- 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 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 One-Stop/AJC system by the responsible party(ies) listed. When SDE contracts with an education provider to deliver services described in this MOU, SDE will direct the contractor(s) to comply with the applicable terms of the MOU for service delivery coordination.

I. Description of Services	Responsible Party
Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for adult education and/or career services.	WDB & SDE
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB & SDE
Deliver services to applicants and eligible individuals based on the specific policies that govern each party.	WDB & SDE
Provide information and data, if available, with respect to this MOU.	WDB & SDE

Provide Adult Education and Literacy services under WIOA Title II that: (1) assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self- sufficiency; (2) assist adults who are parents or family members to obtain the education and skills that (A) are necessary to becoming full partners in the educational development of their children; and (B) lead to sustainable improvements in the economic opportunities for their family; (3) assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, including through career pathways; and (4) assist immigrants and other individuals who are English language learners in (A) improving their (i) reading, writing, speaking, and comprehension skills in English; and (ii) mathematics skills; and (B) acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.	SDE
Provide College and Career Pathways programs under the Carl D. Perkins Career and Technical Education Act, and align such programs with the occupational and industry demands described in the WDB's local WIOA Plan.	SDE
Assess and refer adult education students in need of career services to the AJC center(s) for employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	SDE
Supply copies of the Connecticut Competency System (CCS) instruments and forms as needed, and provide new CCS Assessment Administration and Security Agreements for signature by the WDB Chief Executive.	SDE
Provide performance and cost information data on local adult education programs funded by state and federal resources for access at and through the AJC system to assist customers in making appropriate educational decisions.	SDE
Provide data on the number of customers attending Partner funded activities in the region. The data should include numbers enrolled, completing and attaining a high school diploma or its equivalent or post-secondary certificate or credential.	SDE
Provide information necessary for the monitoring of AJC activities by the WDB. Provide its organizational chart, Equal Employment Opportunity and complaint procedures.	SDE
Provide an up to date directory of adult education and career training programs funded by the Partner under WIOA Title II and Carl D. Perkins Career and Technical Education Act to AJC partners and staff.	SDE
Provide information from the directory of Partner-funded adult education and career training programs and services to AJC customers.	WDB
Assess and refer AJC job-seeker customers in need of adult education services to the Partner.	WDB
Ensure that AJC staff coordinate with the Partner on services for individuals without a high school diploma or GED, who lack basic skills, or who have limited English proficiency, as appropriate.	WDB
Provide basic career services, including orientation, job search assistance, information on and referral to support services, labor market information, and employment related workshops.	WDB
Provide individualized career services to dislocated workers and low income individuals with barriers to employment, including comprehensive and specialized assessments, development of an individual employment plan, career counseling, short-term pre-vocational and workforce preparation activities, internships and work experiences.	WDB
Provide WIOA Title I-funded training services to eligible individuals, primarily	WDB

through Individual Training Accounts.	
Assist Partner with procurement of WIOA Title II services, including establishment of priorities in accordance with the local WIOA Plan.	WDB

VI. 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 One-Stop/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. Detailed referral procedures will be described in the local/regional Addendum.

V. Cost Allocation and Resource Sharing Methodology

SDE agrees to fund infrastructure costs based on the proportionate share of use by SDE and/or its contracted provider 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, and any other federal guidance pertaining to cost allocation and resource sharing.

VI. Confidentiality of Information

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, 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, with prior authorization of the data owner.

VII. Equal Opportunity and Access to Services

The One-Stop/AJC system provides equal access to all job-seekers. The Parties agree:

- The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
- The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
- One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.

- Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
- The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
- The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

VIII. 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.

XI. 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.

X. Signatures

For the Connecticut State Department of Education:

Commissioner of SDE

Date

For the Workforce Development Board:

President or Executive Director

Date

Board Chair

Date

Chief Elected Official

Date

Addendum

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