



Note: This sample MOU was adapted from an existing MOU in which the YouthBuild program and the local American Job Center had an existing relationship. Your current partnership may be at a different stage, so this sample is demonstrating one approach to the required partnership. This is only an illustrative example, and local MOUs may vary greatly from this. Strong MOUs will not just be between the AJC and the YouthBuild program but should include all partner programs in the same MOU with identified agreements between all parties.

SAMPLE MEMORANDUM OF UNDERSTANDING

DOL YouthBuild Program and Local Workforce Development Board

REGION Workforce Development Board

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY

AGREEMENTS PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the **REGION Workforce Development Board (the "WDB")**, the **REGION Office of Economic Development, Workforce Services ("OED")** **AJC (the "Operator")** and **YOUTHBUILD (the "Partner Program")** (together the **"Parties"**).

WHEREAS, the United States Congress authorized the Workforce Innovation and Opportunity Act (WIOA) of 2014 (1) to increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market; (2) to support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States; (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy; (4) To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers; (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States; and (6) for the purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized post-secondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation; and,

WHEREAS, Section 121(b)(1) of WIOA requires that each required One-Stop Partner provide access through the one-stop delivery system to such program or activities carried out by the entity, including making the career services described in section 134(c)(2) that are applicable to the program or

activities available at the one-stop centers (in addition to any other appropriate locations); and,

WHEREAS, Section 121(c)(1) of WIOA requires that the REGION WDB, as the local board, with the agreement of the chief elected official, shall develop and enter into a memorandum of understanding with One-Stop Partners, consistent with Section 121(c)(2), concerning the operation of the one-stop delivery system in the local area; and,

WHEREAS, on **DATE**, the City and County was designated by the Governor as a Local Workforce Development Area. The City and County is the subrecipient pursuant to an executed agreement with the STATE Department of Labor and Employment (CDLE) of federal and state funding for workforce development programs.

NOW THEREFORE, this MOU (1) identifies the specific WIOA Title I YouthBuild Program services provided by the Partner Program, (2) the method by which the cost of these services will be allocated, (3) the procedures used to refer individuals between the Operator and the Partner Program for the provision of appropriate services and activities, and (4) the duration of the MOU as well as the procedures for amending it during the term or period covered by the MOU TERM.

The Parties' performance under this MOU ('Effective Date' and 'Initial Term') shall commence on **DATE**, and shall terminate on **DATE (12 MONTHS)**, unless and until modified or terminated in writing and executed by REGION WDB, OED, the Operator, and the Partner Program.

SCOPE

This Memorandum of Understanding is entered into by and between the Parties for the operation of the one-stop delivery system, including the coordination of service delivery and the referral of customers, for the City and County of **REGION**.

The Parties to this MOU agree to work collaboratively to carry out the provisions of this MOU.

PROVISIONS

I: Access to Services

Each program will make their services accessible through the one-stop delivery system by the following methods:

The **REGION** WDB has identified the following location as the comprehensive One-Stop Center providing career services; access to training services; access to employment, apprenticeship and training activities; access to programs and activities, including Wagner-Peyser Employment Services (ES); and workforce and labor-market information, for the local workforce development area.

Street Address: **111 MAIN STREET**

City: **XXXXX**

County: **XXX**

In addition, workforce services will be provided at the following "satellite" workforce centers:

ADDRESSES

Individuals directly seeking career services from the one-stop delivery system shall receive services beyond what they could obtain on their own using self-service tools, such as public websites or telephone services where the individual is placed into a queue along with all other applicants in the state. The Parties shall ensure access to the Partner Program's services are provided in the One-Stop Center through the cross-training of the Operator's staff and through direct linkage through phone, email and/or website application to connect the Operator's staff and the Partner Program's staff to ensure the referred customer is provided with an opportunity to apply for the program. If appropriate, the Operator and the Partner Program shall develop a schedule by which Partner Program staff may be co-located within the One-Stop Center.

II: Service Delivery

The One-Stop Center is the location where the relevant programs, services, and activities provided by the required partners are accessible. **REGION** WDB, OED and the Operator shall make the following programs, services, and activities available at the One-Stop Center:

- WIOA Title I-B basic career services, individualized career services and follow-up services as described in section 134(c)(2);
- WIOA Title I training services as described in section 134(c)(3);
- Other WIOA Title I employment and training activities as described in section 134(d);
- Business and employer services;
- Temporary Assistance for Needy Families case management, employment and training services and follow-up services;
- Wagner-Peyser Employment Services;
- Trade Adjustment Assistance;
- Rapid Response Services;
- Access to programs and activities carried out by other required one-stop partners; and
- Workforce and labor market information.

Services to be provided at the Partner Program to YouthBuild Participants include:

- Enrollment;
- Secondary education and GED classes;
- Leadership development;
- Career exploration;
- Career and college readiness training;
- Career training;
- Work Experience;
- Career and post-secondary placement assistance; and
- Follow-up services

The Partner Program will provide services at the following locations:

- **ADDRESS**

Additional information regarding the Partner Program and its services are available at:

- **PHONE**
- **EMAIL**
- **WEBSITE**

REGION WDB, OED, the Operator and the Partner Program shall coordinate the identification and delivery of career services that are relevant to each program's customers and make those services available through this MOU. The Operator shall serve as convener of the workforce system to ensure that all Partner Programs are aware of all services available through the comprehensive workforce system.

III: Current Resources

The Partner Program services will be funded through the following source(s):

- WIOA Title I YouthBuild program funding provided through the U.S Department of Labor
- YouthBuild USA
- In-kind
- Philanthropy

IV: Referrals

Referrals for services will be coordinated between the Operator and the Partner Program.

- Referrals to the Partner Program's services will be made by Operator's cross-trained staff, and through direct technological linkage (phone, email and website application). Referrals to the Operator's services will be made by the Partner Program's cross-trained staff and through direct technological linkage. Referrals shall

- include a signed Release of Information form to allow the Parties access to participant information.
- **REGION** WDB, OED, the Operator and the Partner Program shall acknowledge all referrals and provide information on referral outcomes, (i.e. enrollment, services received, outcomes, etc.), when requested.
- **REGION** WDB, OED, the Operator and the Partner Program shall provide cross-referrals when participants may require access to any additional services available within the workforce system. The Operator and the Partner Program shall ensure that cross-training of staff in referral and enrollment procedures for each program occurs periodically.
- The Parties shall maintain, track, and make available requisite documentation and data, which may include, but is not limited to: name, address, demographics, employment status (and changes), wage info, placement in post-secondary training, etc., if a current, signed Release of Information form is on file. The Operator shall make state wage data of referred YouthBuild participants available to Partner Program upon request if a current, signed Release of Information form is on file.

V: Assurances

- **REGION** WDB and OED have established OED policy and procedure documents that address the expectations for services provided to ensure the needs of workers, youth and individuals with barriers, including individuals with disabilities, are addressed in the provision of necessary and appropriate services. These policies include 2015-WD-9, WIOA Priority for Adult Priority of Service, and 2008- WD-WIA/TANF-PN-12, Americans with Disabilities Act (ADA) Universal Access Policy. **REGION** WDB, OED and the Operator shall provide copies of all OED policy and procedure documents to the Partner Program to ensure these requirements are met.
- The Partner Program provides job-training, education and leadership development services that engage out-of-school and unemployed young adults. The Partner Program is committed to the inclusion of members with all levels of ability. Reasonable accommodations are available upon request. The Partner Program complies with all non-discrimination provisions set forth in the U.S. Department of Labor's regulations governing nondiscrimination that prohibit discrimination and harassment on the basis of race, color, religion, sex, disability, national origin, or any other protected characteristic.
- The Operator shall convene regular meetings with and between all Workforce Partners, including this Partner Program, to discuss enhanced access and employment outcomes for all common customers, and coordinate the most effective and efficient service delivery across the local workforce system.
- Additionally, **REGION** WDB, OED, the Operator and the Partner Program shall identify and promote proven and promising strategies and initiatives to ensure the needs of individuals with barriers to employment), including individuals with disabilities are met in the **REGION** workforce development system, including providing physical and programmatic accessibility, in accordance with WIOA Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990.

VI: Modifications and Amendments

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable State law, and State Fiscal Rules.

VII: Additional Provisions

This MOU may be cancelled or terminated by any Party upon thirty (30) days written notice from any Party.

This MOU is not intended, nor should it be interpreted, to affect or extend the legal responsibilities of either of the parties, create or change pre-existing legal obligations, nor to create or extend any legal rights to any person or entity not a party to this MOU. This MOU sets forth the intent of the signatories hereto. It is not a legally binding document, and is not intended to confer remedies on any party in the event of its breach. All contracts or other written instruments requiring the assent of the City and County **REGION** must be subscribed by the Mayor and attested by the City Clerk.

REQUIRED SIGNATURES

SCOPE OF SERVICES TO BE PROVIDED BY

Insert name of AJC Insert name of YouthBuild Program

WORKFORCE SERVICES, INTERNSHIPS, AND JOBS

As an agency, **(name of AJC)** is committed to providing workforce services for youth participants including internships, and jobs for at-risk youth in need of occupational skills training. **YouthBuild Program's** mission is to **(insert mission statement here)**. The alignment of these goals and objectives make **(name of AJC)** and **(name of YouthBuild program)** ideal partners to support out-of-school youth as they enter the workforce. **(Name of AJC)** will be actively involved in the design, development and implementation of the **YouthBuild Program**.

Additional program components/commitments to be provided by **(name of AJC)** include:

- Job development and career consultation services
- Referrals of out-of-school youth between the ages of 16-24 to **(name of YouthBuild program)**
- Assist in program outreach and recruitment of participants in targeted zip codes
- Connect participants to **(name of AJC)** Career Consultants and provide referrals to partner resources
- Resources to support education and workforce training activities
- Serve on the project Steering Committee to define effective youth services strategies, as needed
- Participate in post-program follow-up and continue services for those completing the program

Additional program components/commitments provided by **(name of YouthBuild program)** include:

- Partnering with **(name of AJC)** to allow AJC staff time to meet with program participants for provision of services, including intake documentation, career assessments, career counseling, etc.
- Streamlining eligibility documentation where possible
- Screening qualified youth ages 16-24 referred by **(name of AJC)** for readiness for YouthBuild program participation
- Offer participants job readiness training and educational services via the YouthBuild program model
- Lead, with support from **(name of AJC)**, the post-program follow-up for those completing the YouthBuild program

(Name of AJC) also agrees to the following:*

1. Develop, implement, and oversee a network of partnerships in support of pre- and post-services for enrollment, job placement, apprenticeship, and continued education.
2. Hire a full-time Job Developer/Career Coach housed at **(name of YouthBuild program site)** to:
 - a. Provide outreach, recruitment, and enrollment activities for a minimum of **XX** participants according to the target population and program design. This includes drug screening and background checks.
 - b. Provide initial assessment (CareerScope and/or TABE) to customize job search techniques, and training that meet participant's individual goal(s) for employment, apprenticeship, education or advancement.
 - c. Work with **(name of YouthBuild)** Project Director and local employers to determine the specific skill sets sought by employers. Their input will be incorporated in the design of the training for participants.
 - d. Work with **(name of AJC)** Career Consultants to support students from the point-of-entry, during the initial interview and intake process, and throughout the program.
 - e. Identify new and existing employer partners to support job and apprenticeship placement of

participants by attending monthly Associated Builders and Contractors, Inc. committee activities.

- f. Work with the participants in career readiness training to ensure suitable and personally tailored employment post-program. Services are provided for 12 months post-program for follow-up.
- g. Advise and support students throughout the admissions process and work closely with the **(name of YouthBuild)** Project Director and program staff to ensure a seamless transition of participants into the college degree programs, apprenticeships, or into full- time employment.
- h. Coordinate internships and job placement for students by maintaining a strong network with local industry leaders in the **(name of career pathway field and/or construction field)**.
- i. Attend weekly program staff meetings and other meetings as applicable.
- j. Serve on the project Steering Committee to define effective strategies to serve the program participants

3. Attend Partner and/or Operations Meetings as necessary to ensure effective communication and success of the program.

4. Provide support services (bus passes for participation, post-program follow-up, interviews, job placement, and financial incentives) to program participants as applicable.

5. Provide the following services and/or personnel as leveraged resources in support of the program:

- a. Support through additional Case Management staff (totaling 0.5 FTE)
- b. One mobile unit for **(name of construction partner)** work site construction skills training
- c. Provide Workforce Innovation and Opportunity Act (WIOA) internships for **XX** participants.
- d. Host a YouthBuild-focused In-House Recruitment (IHR) Event at the **(name of YouthBuild)** location.
- e. Information technology (computer, phone networking, etc.)
- f. Printing and marketing materials

6. In collaboration with YouthBuild partners, assist with tracking and reporting of participant outcomes measures (included in Attachment **XX**) for each cohort of participants' pre-employment training, career counseling, and job placement activities:

- a. **Placement in Employment/Education/Training (2nd Qtr)** - The percentage of program participants who are in education or training activities or unsubsidized employment during the second quarter after exit from the program;
- b. **Placement in Employment/Education/Training (4th Qtr)** - The percentage of program participants who are in education or training activities or unsubsidized employment during the fourth quarter after exit from the program;
- c. **Median Earnings** -The median earnings for participants who are in unsubsidized employment during the second quarter after exit;
- d. **Post-secondary Degree/Credential Attainment** - The percentage of program participants who attain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within one (1) year after exit from the program. For those who attain a secondary school diploma or its equivalent, they must also have obtained or retained employment or be in an education or training program that leads to a recognized post-secondary credential within one year of exit from the program;
- e. **Measureable Skill Gains** - The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and
- f. **Employer Measure** - One or more indicator of satisfaction in serving employers, to be developed in the WIOA Final Joint Rule and subsequent guidance.

*(Name of YouthBuild Program) also agrees to the following:**

1. Provide representation on the State and Local WDBs and participate on Board committees, particularly the Standing Youth Committee, as needed.
2. Collaborate with the **(name of AJC)** to develop, implement, and oversee a network of partnerships in support of pre- and post-services for enrollment, job placement, apprenticeship, and continued education.
3. Contribute 50% of the FTE cost for the Job Developer/Career Coach hired by **(name of AJC)** as mentioned above, who will be housed at **(name of YouthBuild Program)** to provide duties noted above.
4. Share information related to partner services, especially as they relate to Adult Education, Vocational Rehabilitation (VR) services, and Temporary Assistance for Needy Families (TANF).
5. In collaboration with **(name of AJC)**, assist with tracking and reporting of participant outcomes measures for each cohort of participants' pre-employment training, career counseling, and job and apprenticeship placement activities:
 - a. **Placement in Employment/Education/Training (2nd Qtr)** - The percentage of program participants who are in education or training activities or unsubsidized employment during the second quarter after exit from the program;
 - b. **Placement in Employment/Education/Training (4th Qtr)** - The percentage of program participants who are in education or training activities or unsubsidized employment during the fourth quarter after exit from the program;
 - c. **Median Earnings** - The median earnings for participants who are in unsubsidized employment during the second quarter after exit;
 - d. **Post-secondary Degree/Credential Attainment** - The percentage of program participants who attain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within one (1) year after exit from the program. For those who attain a secondary school diploma or its equivalent, they must also have obtained or retained employment or be in an education or training program that leads to a recognized post-secondary credential within one year of exit from the program;
 - e. **Measureable Skill Gains** - The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and
 - f. **Employer Measure** - One or more indicator of satisfaction in serving employers, to be developed in the WIOA Final Joint Rule and subsequent guidance.

*NOTE: All items listed here are open to negotiation with local partners, and are not considered to be required components of the MOU. Please note, in particular, the Job Developer/Career Coach position noted in this example is a full-time position, hired by the AJC with the YouthBuild program contributing 50% of the cost for the position that will be housed at the YouthBuild program. In other examples, this job function can be shared with a different distribution of FTE, cost sharing, and co-location of the person in this position. Thus, this is an example of how this might be detailed in the agreed upon MOU depending on the final agreement reached, including the agreed-upon costs of the Infrastructure Funding Agreement.