

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF DELAWARE WORKFORCE DEVELOPMENT BOARD, DELAWARE DEPARTMENT OF**  
**LABOR /Division of Employment and Training/STATE MONITOR ADVOCATE**  
**AND**  
**NATIONAL FARMWORKER JOB PARTNER (THE TELAMON CORPORATION)**

**February 7,2020 to June 30,2022**

**I. Introduction**

The purpose of this combined Memorandum of Understanding (MOU) is to include in the design framework and partnership of the State of Delaware's One Stop Delivery System, the National Farmworker Job Partner grantee. While this is a requirement of the Workforce Innovation and Opportunity Act (WIOA), the intent is to create an atmosphere of cooperation and collaboration among Partners. By working together, Partners can identify current and future workforce skills, promote post-secondary education and training, develop lifelong learning strategies, and foster the entrepreneurship spirit for Delaware citizens. A highly educated, skilled, and talented population will enable Delaware to compete in the global economy. This MOU is between the Delaware Workforce Development Board (DWDB), hereafter referred to as the "Board", and the Delaware Department of Labor/Division of Employment and Training (DOL/DET), State Monitor Advocate, herein known as the "SMA" and the National Farmworker Job Partner grantee, herein known as "Telamon". This MOU establishes roles and responsibilities for the Parties as identified. This is a required agreement per 20 CFR 653.101, Training and Guidance Letter No. 8-17 with references to Training and Guidance Letter No.18-16.

This MOU establishes guidelines for the Partners designed to support the development and maintenance of cooperative working relationships. It describes how the various resources will be utilized to better serve mutual customers, both job seekers and employers, through the System operated at four (4) comprehensive Delaware American Job Centers.

**II. Strategic Vision and Goals**

The goal of the System is to bring together workforce development, educational, and other human resource services in a seamless customer focused service delivery network that enhances access to the programs, services to assist individuals in obtaining suitable employment, enable employers to obtain qualified employees, and overall improve long term employment outcomes for Delawareans. In meeting this goal, the Partners will work to identify barriers, eliminate duplication of services, reduce administrative costs, align technology and data systems, enhance participation and performance of customers served through the System and improve customer satisfaction. Achievement of this goal will allow Delaware to continue building a workforce development system that prepares individuals for high demand, high growth employment in industry sectors that are vital for continued economic growth and that are essential for Delaware and the nation to compete in the global market.

This combined MOU under WIOA establishes service interfaces for the System. All parties identified in this MOU will work together, meeting on a regular basis, to continue to develop and improve a seamless service delivery system of employment and training services for Delaware's job seekers and employers. The focus will be on continuous improvement. The System will consist of Partners administering separately funded programs as a set of integrated streamlined services to customers (employers and job seekers)

**III. Other Characteristics of the One Stop Delivery System**

1. It will focus equally on both customers, job seekers and employers.
2. Partners will use the common identifier established in WIOA. [Note: This is the One-Stop System "brand".]

DOL/DRT is also a primary provider of services in the comprehensive Centers, operating most Title I (Youth, Adult and Dislocated Worker and some National) and Title III (Wagner Peyser) programs. Currently, there are four comprehensive Centers strategically located throughout the State. Each county has at least one comprehensive Center where customers can access the applicable career and training services provided by the Partners. Partner services will be provided directly through a network of comprehensive, affiliate and Partner sites. In addition to the comprehensive, affiliated and Partner sites, job seekers and employers can access services electronically at any time

V. Memorandum of Understanding Provisions

- The Client Assistance Program (CAP) authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C 732)
- Title I of the Vocational Rehabilitation Act
- Department of Labor, Division of Vocational Rehabilitation
- 1148 of Social Security Act (42 U.S.C 1320b-19)
- Ticket to Work Program administered by the Social Security Administration established under sec.
- Disabled Veterans Outreach Program
- Local Veterans Employment Representative
- Workforce Innovation and Opportunity Act National Dislocated Worker Grant
- Trade Act
- Workforce Innovation and Opportunity Act Wagner-Peyser Act
- Workforce Innovation and Opportunity Act Adults & Dislocated Workers
- Workforce Innovation and Opportunity Act Youth
- Workforce Innovation and Opportunity Act Statewide Activities
- The Delaware Department of Labor, Division of Employment and Training

IV. Delaware's One-Stop Partner Programs and Activities

- 10. Partners will provide the Board updates to programs, performance, or other notable items upon request for the purpose of enabling the Board to coordinate services, align policy, or obtain a best practice for the betterment of the system.
- 9. Partners will participate in the development and review of statewide policies affecting the coordinated provision of services through the State's one-stop delivery system.
- 8. Partners will participate in the development of strategies for technological improvements to facilitate access to and improve the quality of, services and activities provided through the one-stop delivery system.
- 7. Partners will participate in the development of strategies to support the use of career lattices/pathways for the purpose of providing individuals, including low skilled adults, youth, and individuals with barriers to employment (including individuals with disabilities), with workforce investment activities, education, and supportive services to enter or retain employment.
- 6. Partners will operate their programs as part of the System, consistent with the terms of this MOU.
- 5. Partners will utilize a centralized referral system to provide customers access to the programs or activities of the System.
- 4. Partner services will be available electronically to the extent possible in addition to their availability at comprehensive, affiliated and network sites.
- 3. Partners will make their programs and services available through the one stop delivery System.

at <https://joblink.delaware.gov> (DJL). At a minimum, the electronic site (DJL) will provide information about and a schedule of available career services of the one-stop partners.

In addition to being the electronic comprehensive Center where clients access career services, it will be used to track career and training services provided to customers, gather common performance measure data and link employers and job seekers. At a minimum, all Partners will utilize the registration and job matching function of JobLink for work ready customers unless otherwise specifically stated in this MOU. A customer is determined job ready by the partner based on the goals of the partner program. DOL/DET will provide access to information and training on the appropriate DJL functions. All Partner staff, supervisors, and administrators will adhere to all Federal, and State confidentiality rules. Partners choosing to connect to the data system will be responsible for costs relating to purchasing and maintaining equipment and collecting data. Any costs incurred due to Partners requesting additional development of the client tracking system, will be borne by the requesting Partner(s).

Partners will be responsible for providing the applicable career services that are authorized to be provided under each partner's program. Career services are listed in 134 (c)(2) of WIOA. It is expected that all Partner staff will be knowledgeable about all services provided in the System. Partners will be responsible for providing technical assistance and training to other Partner staff. DOL/DET will develop and provide training on the referral process related to the operation of the system.

Partners will retain the responsibility for eligibility determination for their respective services whether co-located or connected through another method. Costs for career and training services for customers who are determined to be best served by and eligible for a Partner's services or programs will be borne by the Partner that is authorized to deliver the service and for which they are funded. If eligible, customers may receive non-duplicated services from multiple Partners.

Information about Partners' programs and services will be available to customers and staff electronically on DJL (<https://joblink.delaware.gov>) and on the Board website (<http://wib.delawareworks.com/>). Every Partner will be responsible for providing up-to-date information and a schedule about their programs and services to the Operator for posting, except when the Operator and the Partner mutually agree to link to another website. The Operator will provide Workforce Information (economic, wage, unemployment and employment statistics) through the DJL website.

## **VI. DWDB Specific Responsibilities**

### **DWDB will:**

- 1. The Board shall be responsible for the following:**
  - a. The development, implementation and modification of the state plan required by applicable federal law;**
  - b. Review of statewide policies, programs, and the activities of one-stop partners, and make recommendations on actions that should be taken to align workforce development programs in the state, consistent with the State Plan, in a manner that supports a comprehensive and streamlined workforce development system in the state, including review and provision of comments on the combined state plan for programs and activities of one-stop partners that are not core programs;**
  - c. Development and continuous improvement of the workforce development systems in the state, through the:**
    - i. identification of barriers and means for removing barriers to better coordinate, align, and avoid duplication among the programs and activities carried out through the system;**
    - ii. development of strategies to support the use of career pathways for the purpose of providing individuals, including low skilled adults, youth, and individuals with barriers to employment (including individuals with disabilities), with workforce investment activities, education, and supportive services to enter or retain**

- employment;
- iii. development of strategies for providing effective outreach to and improved access for individuals and employers who could benefit from services provided through the workforce development system;
- iv. development and expansion of strategies for meeting the needs of employers, workers, and jobseekers particularly through industry or sector partnerships related to in-demand sectors and occupations;
- v. development of strategies to support staff training and awareness across programs supported under the workforce development system;
- d. Development and updating of comprehensive state performance accountability measures, including state adjusted levels of performance, to assess the effectiveness of the core programs in the state;
- e. Identification and dissemination of best practices;
- f. Development and review of statewide policies affecting the coordinated provision of services through the state's one-stop delivery system;
- g. Development of strategies for technological improvements to facilitate access to, and improve the quality of, services and activities provided through the one stop delivery system;
- h. Development of strategies for aligning technology and improving data systems across one-stop partner programs to enhance the quality of service delivery and improve efficiencies in reporting on performance accountability measures (including the design and implementation of common intake, data collection, case management information, and performance accountability measurement and reporting processes and the incorporation of local input into such design and implementation to improve coordination of services across one-stop partner programs);
- i. Development of the statewide workforce and labor market information system;
- j. Development of such other policies as may promote statewide objectives for, and enhance the performance of, the workforce development system in the state;
- k. Development of the Demand Occupation List and Eligible Training Provider List;
- l. Negotiation of performance measures;
- m. Conducting oversight of youth activities, career services and training activities, and the one stop system authorized under WIOA;
- n. Carrying out the responsibilities of Local Boards; and
- o. Ensuring compliance with WIOA including any subsequent amendments.

With respect to the Title I and Title III WIOA Programs, identified as (Title I (Youth, Adult and Dislocated Worker Programs and Title III Employment Service Programs), in paragraph 1 of Executive Order #36, the Board shall work with the DOL/DET to Administer all WIOA programs.

**Specific to this agreement the DWDB shall:**

1. Invite Telamon representative(s) (either in person or by alternative means) to DWDB Meetings to ensure that Wagner Peysar, employment services and NFJP services delivered to respective eligible MSFW's are coordinated to accomplish goals as mutually determined.
2. Invite Telamon to attend all DWDB related partner meetings to include but not be limited to: One Stop Partner Meetings in New Castle, Kent and Sussex Counties, DWDB Board of Director's Meetings, WIOA Partner Leadership Meetings and the Annual Convening.
3. Engage in continuous improvement of service coordination and service provision to NFJP participants.

## VII. DOL/DET Specific Responsibilities

### DOL/DET will:

1. Provide an electronic system (DJL) that will enable employers and jobseekers to make informed employment and training choices leading to employment. DJL is the state's labor exchange system which enables customers to register for career services, create and post resumes, create and post job orders, conduct job search and candidate search, access to labor market and training information. DJL also enables job matches (automated) and job referrals (staff facilitated).
2. Provide a central electronic location for Partner program information and schedule of services, if applicable.
3. Provide a central referral mechanism between Partner programs.
4. Assist Partner Programs with reporting on all common performance measures specified in the final Delaware Combined Plan/WIOA Law, Regulations, and guidance.
5. Make available all career service products developed. This includes providing training on products to Partner programs to enable Partner program staff to deliver DOL/DET products in a consistent manner.
6. Convene One-Stop Partners on a regular basis for the purpose of evolving the System.
7. Provide Career and Training services described in WIOA Sec. 134 (c)(2)-(3).
8. Provide requested information for the purposes of developing grant proposals when appropriate and mutually agreed upon.
9. Make eligible for an Individual Training Account any customer interested in continuing training who completes their secondary credential through WIOA Title II programs, contingent on the availability of funding.
10. Provide language assistance necessary to afford MSFWs meaningful access to the programs, services, and information offered by the American Job Centers.
11. Shall provide cross training on Delaware Job Link Employment services to Telamon staff at least quarterly and or as system updates occur

### **Specific to this agreement, the SMA and NFJP Partner (Telamon) shall:**

1. **Meeting Frequency:** At minimum, the SMA and NFJP Partner must meet at least quarterly; however, both parties may agree to meet more frequently.
2. **Meeting Format:** Meetings shall be in person where possible and or teleconference at either the area American Job Center or at a Telamon site location. At least annually there shall be an in-person meeting. The agenda shall be mutually agreed upon by both parties at least two weeks in advance of scheduled meeting. Meeting documentation to include list of attendees, notes and/or minutes will be kept and may be shared with Regional Monitor Advocates (RMA) and NFJP Federal Project Officers (FPO) upon request.
3. **Required Attendees:**  
Attendees shall include: The SMA or designee(s) of the SMA and the NFJP grantee (Telamon) representative(s).

4. **Complaints and/or Violations:**  
The SMA must provide related materials and train Telamon on procedure to refer complaints and violations to the Delaware DOL. The SMA must receive complaints and assists in referrals of alleged violations upon receipts of signed complaints via email or other written documentation of confirmed complaint, the SMA shall review the complaint and or apparent violation(s) and refer to its appropriate agency who has regulatory jurisdiction over the complaint or apparent violation.
  5. **Enhance Coordination:** Accept input on and improve coordination regarding services to MSFW's, including but not limited to outreach, referrals and complaints
  6. **Coordinate between DOL-DET and Telamon efforts** to assure that farmworkers in Delaware, who are interested in employment and job training services are also referred to Telamon for eligibility determination. In cases where dual enrollment guidelines are met and established, an ad hoc report shall be developed with input and provided to share customer's information outcomes to both agencies.
  7. **Share information about the NFJP and DOL/DET services** and distribute provided materials to MSFW'S.
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8. **Participate in any negotiation regarding possible amendments to this MOU.** Amendments to this agreement shall be made pursuant to Paragraph V.

#### **VIII. Partner Specific Responsibilities (Telamon)**

1. **Provide access to its program or activities through the one stop delivery system through the agreed upon referral mechanism between all partner programs.**
2. **Provide information and schedule of services to DET to enable referral mechanism to refer to services and for public to learn about services.**
3. **Register clients in Delaware Job Link upon referral.**
4. **Attend scheduled partner and Board meeting and activities.**
5. **Provide information and best practices as requested by the DWDB. The goal is to position the DWDB to make informed employment and training decisions in order to align and coordinate employment and training activities, when appropriate, for the State's workforce system.**
6. **Work collaboratively with the Board to establish and maintain the one stop delivery system including one stop infrastructure.**
7. **Work jointly to provide services that mutually benefit clients.**
8. **Provide information and schedule of services to DET to enable referral mechanism to refer to services and for public to learn about services.**
9. **Work with the SMA to register clients in Delaware JobLink when clients are job ready.**
10. **Provide information and best practices as requested by the Board. The goal is to position the Board to make informed employment and training decisions in order to align and coordinate employment and training activities, when appropriate, for the State's workforce system.**

11. Provide space for services when appropriate and mutually agreed upon.
12. Provide access to resources (i.e. technology) when appropriate and mutually agreed upon.
13. Look for funding opportunities for joint projects.

**Specific to this agreement Telamon shall:**

1. Work with the SMA to ensure that all potentially NFJP-eligible MSFW's and or their dependents who may benefit from NFJP are referred to the program;
2. Work with (DWDB)to ensure that service delivery is connected between State -Funded WIOA and National-Funded WIOA NFJP funded programs;
3. Educate the DWBD on NFJP services and explore opportunities to collaborate
4. Cross- train DOL-DET AJC staff on NFJP services and related topics relevant to MSFW experiences.
5. Share information about the state workforce system, opportunities for employment in state economy and distribute provided materials while doing NFJP outreach to MSFW'S.
6. Provide Emergency Assistance procedures to the SMA to refer MSFW for emergency needs including, but not limited to basic necessities such as clothing, food, and transportation as funds are available.
7. Document the information required for calculation of total farmworkers outreached to under (2)(B)(ii) who are the number of farmworkers contacted by other agencies via cooperative agreements by the Labor Exchange Recruitment System (LEARS) and report quarterly not later than the 15<sup>th</sup> day after the end of the quarter to the SMA via email;
8. Assist in the referral of alleged violations to the DOL-DET via the SMA for review of the complaint and or apparent violation(s) and referral to its appropriate agency who has regulatory jurisdiction over the complaint or apparent violation. Place complaint system posters in office field locations; and
9. Engage in continuous improvement of service coordination and service provision to NFJP participants.

### **X. MOU TERM, MODIFICATION, AND TERMINATION**

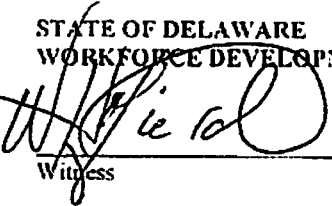
The term of this MOU shall begin on 02/07/2020 and end on 06/30/2022. If it is mutually agreed upon and in writing, the end date may be within the NFJP grant award cycle and reviewed at least annually. This MOU automatically renews upon renewal of NFJP Partner Grant award. This MOU will remain in full force and effect unless a Partner desires to amend the content in writing. The MOU shall not be modified or changed without the expressed written consent of the parties. Any and all modifications must be made in writing and must be agreed to and executed by the parties before becoming effective. Any party may terminate the MOU at any time with written notice. Termination of the MOU may be granted upon notice of change in NFJP grantee award. In no instance shall any effective date of termination commence without at least ten (10) days of notice from the date of actual receipt of such notice. Such notification shall state the effective date of termination.

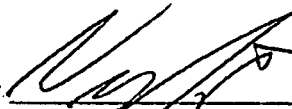
**Non-financial Agreement:**  
This is a Non-financial Agreement.

Confidentiality Agreement: All parties agree to maintain confidentiality on all appropriate information consistent with all applicable laws and regulations.

X. SIGNATURES

STATE OF DELAWARE  
WORKFORCE DEVELOPMENT BOARD

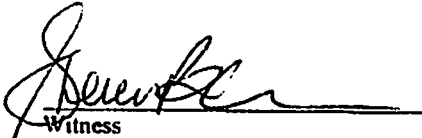
  
\_\_\_\_\_  
Witness

Signature:   
\_\_\_\_\_

Name: William Potter

Title: Director, DE Workforce Development Board

DOL/DIVISION OF EMPLOYMENT AND TRAINING

  
\_\_\_\_\_  
Witness

Signature:   
\_\_\_\_\_

Name: Stacey Laing

Title: Director, Division of Employment and Training

STATE MONITOR ADVOCATE

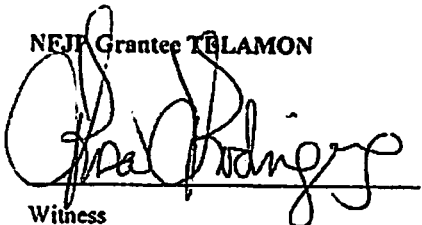
  
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Witness

Signature:   
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Name: Dawn Pickett

Title: State Monitor Advocate

NEJT Grantee TBLAMON

  
\_\_\_\_\_  
Witness

Signature:   
\_\_\_\_\_

Name: Jennifer Shahan

Title: Director, Workforce and Career Services