

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**THE GUAYNABO- TOA BAJA LOCAL WORKFORCE DEVELOPMENT BOARD AND  
JOB CORPS**

**BACKGROUND**

The Workforce Innovation and Opportunity Act of 2014 is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. This is accomplished by providing all customers access to high-quality one stop centers that connect them with the full range of services available in their communities. Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs collaborate to create a seamless customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the program services.

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The Workforce Innovation and Opportunity Act (WIOA) requires the Local Workforce Development Board (LWDB), with the agreement of the chief elected official, to develop a memorandum of understanding (MOU) with each mandatory one-stop partner, Job Corps is one of the mandatory one-stop partners. Each one stop partner that carries out a required program or activity in a local area “shall provide access through the one-stop delivery system to such program or activities carried out by the entity, including making the career services that are applicable to the program or activities available at the one-stop centers (in addition to any other appropriate locations).”

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**PARTIES**

This Memorandum of Understanding ('MOU') is made between the Job Corps, the Guaynabo-Toa Baja Local Workforce Development Area, Represent by the Chief Elected Officials Board, President, Hon. Edward O'Neill Rosa, adult, married and neighbor of Guaynabo, hereafter referred to “CEO”, the Local Workforce Development Board represent by his President, Oriel Ramírez Rodríguez, adult, married and neighbor of San Juan, hereafter referred to “LWDB” and the Executive Director, Cely Inés Torres, adult, married and neighbor of Guaynabo, Puerto Rico. And JOB CORPS, represented in this act by Ismael Bordoy Acevedo, Director-PR/VI.

The parties are reaffirmed in their personal circumstances, as stated above, and ensure that they have the necessary authority and authorization to sign this MOU in the character they do, and are willing to show where and when it is necessary, so that they are freely and voluntarily:

# Section 1

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## MOU Purpose

Section 121(b) of WIOA identifies the required and additional one stop partner programs. Job Corps is a mandatory One-Stop partner under the Workforce Innovation and Opportunity Act; as such this MOU provides a framework for the Guaynabo-Toa Baja One Stop Center, hereafter referred to as the GTB-OSC and Job Corps hereafter referred to as Job Corps, to coordinate recruitment, referrals, services and reporting of outcomes as federally required.

Therefore, Local Workforce Development Board and the Guaynabo-Toa Baja One-Stop Center agree to the following provisions with the Job Corps Centers, agree to the following MOU:

# Section 2

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## Roles and Responsibilities of the Required One-Stop Partners

Each required partner must work collaboratively with the State and local boards to establish and maintain the one-stop delivery system, which includes:

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1. Entering into an MOU with the local board relating to the operation of the one-stop system (see Section E.), consistent with the requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements;
  2. Providing representation on the State and local workforce development boards as required and participate in board committees as needed;
  3. Providing access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations;
  4. Providing applicable career services; and
  5. Jointly fund the one-stop system through infrastructure contributions that are based upon:
    - a. A reasonable cost allocation methodology by which cash or in kind infrastructure costs are contributed by each partner in proportion to the relative benefits of their participation;
    - b. Federal cost principles; and c. Any local administrative cost requirements in the Federal law authorizing the partner's program.

# Section 3

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## Service Delivery

The One-Stop location is in Guaynabo City Hall. Three additional One-Stop locations are in Toa Baja, Cataño y Toa Alta. Job Corps central office's locations are in Aguadilla, Puerto Rico.

Below is a description of all Basic Career Services and Individualized Career Services the Workforce Innovation and Opportunity Act (WIOA) identifies as requirements and the locations

that services are delivered in the Guaynabo-Toa Baja Local Workforce Area. The GTB One-Stop Center delivery system provides Basic Career Services. These services are provided within the Comprehensive One-Stop Location, Additional One-Stop Locations and/or at the Partner locations. These services include:

**Basic Career Services** (20 CFR 678.430(a), 34 CFR 361.430(a), and 34 CFR 463.430(a))

Basic career services must be made available and, at a minimum, must include the following services:

- Determination of eligibility to receive assistance from the adult, dislocated worker or youth programs;
- Outreach, intake, and orientation to information and other services available through the one-stop system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including: Job search and placement assistance, and, when needed by an individual, career counseling, including:
  - Provision of information on in-demand industry sectors and occupations; and
  - Provision of information on nontraditional employment; and
  - Appropriate recruitment and other business services on behalf of employers, including
- information and referrals to specialized business services other than those traditionally
- offered through the one-stop delivery system;
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including go Job vacancy listings in labor market areas;
  - Information on job skills necessary to obtain the vacant jobs listed; and
  - Information relating to local occupations in demand and the earnings skill requirements, and opportunities for advancement for those jobs;
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;

- Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program, assistance through the earned income tax credit; and assistance under a State program for Temporary Assistance for Needy Families (TANF); and other supportive services and transportation provided through that program;
- Provision of information and assistance regarding filing claims for unemployment compensation, by which the one-stop must provide meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

**Individualized Career Services** (20 CFR 678.430(b), 34 CFR 361.430(b), and 34 CFR 463.430(b))

Individualized Career Services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include:
  - Diagnostic testing and use of other assessment tools; and
  - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan (IEP), to identify the employment goals, appropriate combination of services for the participant to achieve his or her employment goals, including the list of and information about the eligible training providers;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

**Follow-up Career Services** (20 CFR 678.430(c), 34 CFR 361.430(c), and 34 CFR 463.430(c))

Follow-up Services must be provided, as appropriate, including: counseling regarding the workplace, for participants in adult or dislocated worker programs who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. States and local areas should establish policies

that define what are considered to be appropriate follow-up services for the Adult and Dislocated Worker programs. Follow-up services do not extend the date of exit in performance reporting. For purposes of the VR program, follow-up career services are similar to post-employment services, as defined in 34 CFR 361.5(c)(42), and are provided subsequent to an individual with a disability achieving an employment outcome. Post-employment services, under the VR program, are necessary in assisting an individual with a disability in maintaining, regaining, or advancing in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

**Business Services** (20 CFR 678.435, 34 CFR 361.435, and 34 CFR 463.435)

WIOA Final Rule requires the provision of "business services" through the American Job Center network, to support a local workforce development system that meets the needs of businesses in the local area (20 CFR 678.435, 34 CFR 361.435, and 34 CFR 463.435). Through the American Job Centers, applicable one-stop partners develop, offer, and deliver quality business services that assist businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy. To support area employers and industry sectors most effectively, American Job Center staff, including designated partner program staff, must:

- Have a clear understanding of industry skill needs;
- Identify appropriate strategies for assisting employers, and coordinate business services activities across American Job Center partner programs, as appropriate; and
- Incorporate an integrated and aligned business services strategy among American Job Center partners to present a unified voice for the American Job Center in its communications with employers.

Customized business services may be provided to employers, employer associations, and other such organizations. These services are tailored for specific employers and may include:

- Customized screening and referral of qualified participants in career and training services to employers; and
- Writing/reviewing job descriptions and employee handbooks.

# Section 4

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## Roles and Responsibilities of Parties

- A. The parties to this agreement undertake to participate in joint planning, development and modification of activities for the purpose of achieving the following:
- Continuous building of alliances;
  - Continuous planning in response to federal and state requirements;
  - Be responsive to local and economic conditions, including the needs of employers;
  - Adherence to common needs for data collection and reporting.
- B. Provide access, through the single management system, to those programs or activities carried out by the partner, including access to the career services described in Section 134 (c) (2) of WIOA that are applicable to the Program or activities available at the Guaynabo-Toa Baja American Job Center (in addition to any other appropriate location);
- C. To participate in the operation of the single management system consistent with the terms of the Memorandum of Understanding, the requirements of Title I of WIOA, and the requirements of the federal laws authorizing the different programs and activities; and
- D. Participate in capacity building and staff development activities to ensure that all partners and staff are properly trained.

# Section 5

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## Services to WIOA Participants

- A. Each party undertakes to integrate all efforts into a "single system of provision of services" (One Stop Center).
- B. Each party to this MOU is responsible for managing the services required by their programs and funding sources in accordance with applicable laws and regulations. All complaints related services shall be made in accordance with the procedures established by statute or state regulations or laws and applicable federal regulations. In the event of a complaint arising between partners, it should ensure that due process was followed. Each agency will provide the parties with a copy of the applicable laws and regulations so that partners can ensure that the appropriate legal process was followed.
- C. Each party to this agreement shall ensure that the policies and procedures of its respective agency are followed in the provision of services under this MOU. Such practices include, but are not limited to, audits, monitoring, personnel and human resources issues, customer and employee confidentiality, insurance, procurement, maintenance, and recordkeeping.

### Job Corps agrees to provide the following:

- Necessary technical assistance to the Departments staff to allow for

appropriate referrals.

- Job Corps agrees to provide onsite training to the Department staff. (Times and frequency of training will be negotiated on local level).
- Technical assistance to the Department staff to facilitate appropriate referrals.
- Provision of educational and vocational training, and transition services to eligible youth.
- Provision of technical assistance for appropriate referrals.
- On-site training regarding Job Corps services.
- Business Engagement Liaison (BEL) will serve on State and Regional Youth Councils.
- Provide computer access to participants for all One-Stop partner services
  - o Registration of all Job Corps participants
  - o Other on-line systems as they are developed (e.g., Food Stamps, Medicaid, TANF, etc.)

## Section 6

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### Service Delivery Referrals

The GTB-Local Area and Job Corps will coordinate access of Basic and Individualized Career services in our partnership locations. This will be accomplished through the following four categories:

Methods of referrals between partners for appropriate services and activities Partners will create a shared referral form. This form will provide the necessary information partner staff requires to take action on the customer service needs. Job Corps agrees to host one-stop office hours at the Comprehensive One-Stop location a minimum of one time per month to prospective candidates and/or partner staff. GTB-OSC staff will make referrals to the office hours. Office hours will provide access to the Job Corps activities, pending eligibility and funding availability.

1. Partners will provide on-site bulletin board access or other prominent physical space featuring partner's informational brochures and other marketing materials.
  - The GTB-OSC will provide one dedicated phone lines as outlined under MOU
  - The GTB-OSC agrees to maintain a website that provides on-line information regarding partner services that are available and the action steps necessary to pursue services.
2. Tracking referrals and related activities
  - The GTB-OSC will complete referral processes to the partner.
  - Job Corps will provide attendance reports to GTB-OSC staff for customers that have given permission through a Release of information. These reports will aid in tracking referral outcomes and the related activities being provided.

### 3. Coordination and follow through

- Partners agree to provide a Question and Answer document and comprehensive listing of staff phone numbers, emails, and project lead liaisons assigned directly to the partner for service coordination.
- Partners agree to bi-annual meetings to review referral activity. Partners also agree to review best practices developed, to consider replicating them.
- The GTB Local Area completes internal program compliance monitoring and will adapt this process to include reviews of partner referrals to review service effectiveness.
- Partners agree to explore opportunities for coordination and submission of grants or other funding opportunities to enhance or strengthen employment opportunities customers.
- Partners agree to coordinate job development and employer relations activities for mutual customers.

### 4. Shared data systems and documentation

- Each partner will require a Release of Information (ROI) to be secured with each customer to accomplish increased service efficiency, effectiveness, and confidentiality of personal information. These ROI's will be shared in many different methods including secure fax, scanning, e-mail, and in-person. Customer information to be shared may include eligibility documents, pre/post test assessments, goal planning and progression, case coordination activity, outcome progression and completion, credentials obtained, entered and retention of employment information, wage obtainment information, and other service related information.
- Partners jointly agree to high performance for the one-stop service delivery system. It is the intent of each partner to support continuous improvement for program delivery and high quality services through the workforce system wherever customers access services. To be measured by: sharing customer feedback, and sharing performance expectations and outcomes by funding sources as requested.

## Section 7

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### Assurances

The Ones Stop center will provide information and/or access to basic career services and referral to other one-stop services in the following methods:

- Identify workers, youth and individuals with barriers to development, including individuals with disabilities, at point of physical entry of the One-Stop Center (as reasonable given the nature of the situation);

- Announce availability of accommodations, as needed, for participation in the agency' s workforce development services on the agency website, marketing/informational materials, and other virtual delivery resources.
- Inform individuals regarding the array of employment, training, and placement services available via promotional materials, agency website, staff guidance, and other virtual delivery resources.
- Assistive technology (i.e., large print keyboard, adjustable work station, amplification equipment) is available to career seekers in the Resource Center of the comprehensive One-Stop Center.
- TTY telephone access is available to all customers of GTB One Stop at (787) 720-3961.

GTB-OSC established the Auxiliary Aids and Services for Customers with Disabilities policy to ensure that appropriate auxiliary aids and services (such as sign language) are made available when necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of agency services, programs, and activities. Likewise, the Language Assistance Services plan is reviewed and updated, per guidance from CDLE, to improve access to services for persons with Limited English Proficiency.

It is the practice of GTB Local Area to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of race, color, national origin, sex (includes gender and gender identity), religion, age, disability, veteran status, sexual orientation or upon any other basis prohibited by Federal or State law, except where age or sex are bona fide occupational qualifications.

## Section 8

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### 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 Puerto Rico State law, and State Fiscal Rules.

## Section 9

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### Additional Provisions

#### A. Entire Understanding

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment shall

have any force or affect whatsoever, unless embodied herein in writing. No subsequent notification, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment executed and approved by the Parties of this Agreement.

**B. Relationship of Parties**

The Parties shall perform their duties herein as an independent contractor and not as employees of the State.

The Parties, nor any employee, agent, subcontractor, service provider, or licensee of the Parties shall be or shall be deemed to be, an employee or agent of the State. The Parties shall be solely responsible for the acts or omissions of its employees, agents, subcontractors, service provider, and licensees. The Parties shall not have any authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein and shall be solely responsible for the acts or omissions of its own employees, agents, subcontractors, service provider, and licensees.

**C. Confidentiality of Records**

In the event that any Party obtains access to any records, files, or other information of the other Parties in connection with, or during the performance of this MOU, then that Party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations; apply to the other Party.

**D. Non-Discrimination**

The Local Area shall ensure that its employees, contractors, subcontractors, agents, and designated officers adhere to the provisions of Section 188 of the WIOA addressing non-discrimination and the prohibition of discrimination in carrying out its duties and responsibilities of this Agreement.

**F. Conflict of Interest/Maintenance of Integrity**

Partners shall comply with all conflict of interest provisions under WIOA and its regulations, applicable State and Federal law, regulation, and policy, and shall ensure that its employees, contractors, subcontractors, agents, and designated officers adhere to these provisions throughout the term of this Agreement. The Partners shall administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gain or motive. In administering this Agreement, the Local Area and its executive staff, and employees shall avoid situations which give rise to a suggestion or perception that any decision made by the Local Area was influenced by prejudice, bias, special interest, or personal gain.

# Section 10

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## **Continuous Improvement and Duplicity of Services:**

The parties in this MOU agree to:

- A. Maintain a high level of professional standards related to the skills and protocols of the Guaynabo-Toa Baja Local Workforce Area, as well as to maintain a professional and flexible environment for the clients of the center and remote or electronic places.
- B. As with all aspects of joint planning, capacity-building efforts should be examined within the context of adaptability to change and continuous improvement.
- C. The parties agree to work continuously to ensure collaboration with state and regional efforts

# Section 11

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## **Marketing**

- A. The parties to this MOU will undertake a collaborative marketing strategy to inform job seekers, employed persons, employers and the community at large about the services available through the Guaynabo-Toa Baja American Job Center.
- B. The brand name for the Single Management Centers will be the brand established by the Federal Government to denominate such centers as American Job Center.



# Section 12

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## **Terms and Effectiveness**

- A. This MOU will be binding for each party at the time of its execution. The term of this MOU shall be for a term of (3) three years, with optional extension, beginning with the date of its signature by all parties until June 30, 2026 , with optional automatic extension not exceeding the date of February 28, 2028. It is further provided that both parties may amend this MOU to extend the effective date of the Same, after availability and separation of funds, under the same clauses and conditions.
- B. This MOU may be terminated by either party, at its own convenience or without cause, by written notice thirty (30) days in advance.

# Section 13

## Termination

- A. This document will be reviewed regularly to ensure that it remains current. This MOU is effective upon signature of all parties and shall continue in effect unless modified in writing by the mutual consent of all signing parties or terminated by any signing party upon 30 days prior written notice to the other parties by certified or registered mail, return receipt requested.
- B. This MOU may be amended whenever the parties deem necessary. This MOU will remain in effect until either party request a revision and/or the Workforce Investment Board makes the revision. Also, the parties may terminate this MOU without prior notice if deemed necessary because of a requirement by law or policy, upon determination by the GTB Local Area that there has been a breach of security by Job Corps (or contracted parties delivering Job Corps services), or a failure the Job Corps (or contracted parties delivering Job Corps services) to comply with established procedure or legal requirements.

*add*  
*OK*  
The undersigned PARTIES have read and understand this Agreement (MOU) and hereby acknowledge in San Juan, Puerto Rico, today July 21, 2023.



**Edward O'Neill Rosa, CEO/President**  
Chief Elected Officials Board  
Guaynabo-Toa Baja Local Workforce  
Development Area



**Oriel Ramirez Rodriguez, President**  
Guaynabo-Toa Baja Local Workforce  
Development Board



**Cely Inés Torres Avilés, Executive Director**  
Guaynabo-Toa Baja Local Workforce  
Development Board



**Ismael Bordoy Acevedo, Director**  
Outreach and admissions / Career  
Transition Services, Job Corps PR  
(Ramey JCC and Arecibo JCC)