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# The Charter of the One Stop Career Center for the Brockton Service Delivery Area

Between

The Brockton Area Workforce Investment Board

And

The University of Massachusetts, Donahue Institute

July 1, 2026 - June 30, 2027

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# I. PREAMBLE

## Vision of the One-Stop Career Center for the Brockton Area

The Brockton Area Workforce Investment Board (BAWIB) d.b.a The MassHire Greater Brockton Workforce Board (MHGBWB) and the Mayor of the City of Brockton charter the One Stop Career Center for the Brockton area. The signatories to this Charter agree to embrace and support the vision, mission and values of the MHGBWB and its members. The vision, mission and values are consistent with the overall mission for One Stop Career Centers in the Commonwealth contained in the Memorandum of Agreement between the Department of Labor and the Executive Office of Labor & Workforce Development (EOLWD) and the Workforce Development Boards.

MISSION STATEMENT

MHGBWB cultivates relationships with employers, job seekers and partners to stimulate workforce and economic development

VISION STATEMENT

MHGBWB will foster relationships and collaborate with regional partners to design education and training initiatives for the workforce in our ten communities, facilitating sustainable growth and regional economic development.

MHGBWB serves as the primary source for the development of the regional workforce by investing in our people and our resources. Brokering collaborations between the demands of the workforce and the available resources, MHGBWB strives to close the gap through education and training. Utilizing our Career Center partner, MassHire Greater Brockton Career Center, to provide funding to job seekers and employers, MHGBWB sets and monitors performance, administration and fiscal management for the region. Our services target underrepresented and disadvantaged segments of our community including unemployed, at-risk youth and Veterans in the ten communities that we represent.

Our vision for delivering services to the workforce in the Greater Brockton area includes:

- Promoting, supporting, and developing education and training opportunities to move people to higher paying jobs and increasing attainment of post-secondary degrees;
- Defining employer skill needs and providing appropriate training programs;
- Providing entry-level job skills (for example, English for Speakers of Other Languages and computer literacy) to adults and youth;
- Prioritizing and organizing the work of the Board and refining its committee structure;
- Increasing private sector involvement in the work of the Board; and

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- Broadening the Board's resource base (public, private, and foundations).

The MassHire Greater Brockton Workforce Board values quality at all levels of the system; customer satisfaction, continuous improvements, and a focus on employer needs among critical existing and emerging industries are its hallmarks. Quality shall be evidenced in the Brockton Area Workforce Investment System by:

- A management-led focus on quality throughout the system, which is clearly delineated in all Memoranda of Understanding signed by partnering organizations.

- A quality-driven strategic plan, both annual and long-range, on which all goals are set and system-wide decisions are based.

- Customer satisfaction drives change; customer satisfaction is measured often, and results are freely shared throughout the system.

- Vendors and suppliers shall be held to quality and customer satisfaction standards.

- Service offerings are determined based on the needs of the customer (especially employers) with the focus on critical existing and emerging industries.

- Staff are valued as key partners in the workforce development system, evidenced by measurement of employee satisfaction, employee career development plans, continued investment in employee training, employee participation in planning for continuous improvement, and staff empowerment.

**Authority to Charter under WIOA**

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into Federal Law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

One of sixteen (16) Local Workforce Areas in the state of Massachusetts, the Brockton Area Local Workforce Area comprises the City of Brockton and the 9 surrounding communities of Abington, Avon, Bridgewater, East Bridgewater, Easton, Hanson, Stoughton, West Bridgewater, and Whitman. The Mayor of Brockton serves as the Chief Elected Official (CEO) and has been granted WIOA designation by the Governor of Massachusetts. The CEO has appointed the MHGBWB to function as the Local Workforce Development Board (LWDB) for the area. Incorporated as a 501(c)(3), the MHGBWB 's mission is to promote and develop a workforce system that is responsive to the needs of business and job seekers resulting in increased economic prosperity in the region and in the Commonwealth. The

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MHGBWB provides Board staffing and, pursuant to the WIOA, has been authorized by the Massachusetts Department of Career Services to conduct and manage the One-Stop Service Provider services for the local workforce area.

The purpose of the WIOA Programs is to provide allowable workforce development activities to eligible clients that will increase employment retention and earnings of participants and increase occupational skill level attainment by participants. As a result, successful application of these activities will improve the quality of the Massachusetts workforce and enhance the productivity and competitiveness of the Commonwealth and the Nation. The Workforce Innovation and Opportunity Act of 2014 defines the required activities authorized for One-Stop Service Providers. In general, these activities are:

- To establish a One-Stop delivery system described in section 121(e);
- To provide the career services described in section 134(c) (2) to Adults and Dislocated Workers, respectively, through the one-stop delivery system in accordance with such paragraph;
- To provide training services described in Section 134 (c) (3) to Adults and Dislocated Workers, respectively, described in such paragraph;
- To establish and develop relationships and networks with large and small employers and their intermediaries; and
- To develop, convene, or implement industry or sector partnerships.

The establishment of a One-Stop delivery system is a cornerstone of the reforms contained in Title I of WIOA.

Principal Parties to The Charter

The principal parties to this charter are The MassHire Greater Brockton Workforce Board (MHGBWB), the Mayor of Brockton/Lead Elected Official (LEO), and the Brockton Area OSCC Service Provider, the University of Massachusetts Donahue Institute (UMDI). The Service Provider, UMDI, shall have management responsibility for the day-to-day operation of the One Stop Career Center and shall be the primary contact for MHGBWB accountability and policy implementation of the goals and expectations outlined in the charter. UMDI shall work collaboratively with MHGBWB to meet all goals and expectations outlined in the charter.

Additional formal partners in the OSCC include but are not limited to those partners named in Attachment C. It is anticipated that additional partner organizations may be added to the collaborative as (1) dictated by customer demands, (2) required by state and federal policies, (3) allowed through state and federal funding resources, and (4) facilitated by MHGBWB strategic planning and operational partnerships formed by the lead operator.

**Strategic Design for Career Center Services**

The region has adopted a strategic model that delivers a renewed focus on services to employers. A model that has been implemented throughout the country, the design presents the theory of intensifying relationships with employers, offering services and programs for

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growth that result in job postings and employment for our customers. Our Career Center is required to be flexible and adapt to current economic, fiscal and health environments. Doing so would include design and implementation of virtual services.

**A. Services to All Individual Customers**

MassHire Greater Brockton Career Center will provide services to all individual customers and possess the ability to identify and meet the wide range and needs of all individual customers—from white-collar professionals to disadvantaged persons with severe barriers to employment—either within the OSCC or by referral to another appropriate service organization. OSCCs employ outreach activities to the extent necessary to ensure that the customers who know about and access OSCC services represent the full and diverse range of Greater Brockton Area individual customers.

**B. Services to All Employers**

MassHire Greater Brockton Career Center will service all employers and possess the ability to identify and meet the needs of all employers. OSCCs are positioned to serve employers covering wide ranges of size, industry, location, and requirements. OSCCs devote considerable resources and efforts to developing new, effective, and valuable relationships with employers. The ability of OSCCs to serve the needs of employer customers is critically important to achieving success with individual customers.

**C. High Quality Services to All Customers**

MassHire Greater Brockton Career Center will create and deliver the highest quality workforce development services and use available resources to operate in a manner that brings higher value-added strategies and outcomes to local workforce development systems than ever before. All aspects of operations are subject to the highest performance standards and expectations.

**D. Full Range of Services to All Customers**

OSCCs are linked through the Massachusetts One Stop Employment System (MOSES). To the extent possible, significant improvements in the reliability, efficiency, and "user friendliness" of services to both individual customers and employers will be accomplished by better technology and the creation of more comprehensive information systems. OSCCs provide all customers with an array of individualized options, thereby insuring true and meaningful customer choice. Functioning as information-rich, decision enabling support systems for all customers, OSCCs develop linkages and relationships with the existing Brockton Area workforce development system, the local community in general, and appropriate regional, state and federal agencies and other sources of information to serve the needs of customers.

**E. Referrals to Other Workforce Development Service Providers**

MassHire Greater Brockton Career Center will build the capacity to measure objectively as per the negotiated Partner MOU the performance and outcomes of the services to which they refer customers (the "Performance and Outcome Information"). OSCCs provide to their customers the Performance and Outcome Information and all other available, objective information regarding the effectiveness, convenience and costs of education, training and

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other workforce development programs throughout the Brockton Area and in other areas of the Commonwealth.

**F. Areas Served**

MassHire Greater Brockton Career Center is required to recruit and serve individual customers and employers throughout all the Brockton Workforce Board Area. Accordingly, MassHire Greater Brockton Career Center shall implement appropriate strategies to ensure that OSCC services are available to the ten communities of the Brockton Area.

**G. Satellite Centers**

If MHGBWB determines, subject to available funding and WIOA regulations, to open another center or satellite in the area, they will allow UMDI the option to develop a proposal to operate the center or satellite. If MHGBWB determines the UMDI proposal is not sufficient to the best interest of MHGBWB, MHGBWB reserves the sole and exclusive right to contract with another entity to provide services at a location to be determined by MHGBWB. In that event, MHGBWB shall notify UMDI to ensure coordination of services throughout the area. The decision of MHGBWB shall be final.

## II. GRANT OF CHARTER

MHGBWB has been authorized by the Commonwealth to grant charters for the operation of "OSCCs" in the "Brockton Area" consisting of the following ten cities and towns in southeastern Massachusetts: Abington, Avon, Bridgewater, Brockton, East Bridgewater, Easton, Hanson, Stoughton, West Bridgewater, and Whitman. MHGBWB has chosen and through this document, UMDI will be chartered to operate a OSCC in the Brockton Area, hereby referred to as MassHire Greater Brockton Career Center, upon the Terms and Conditions hereinafter set forth.

In furtherance of the foregoing and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

**A. Granting of Charter**

This OSCC Charter is granted as of this 1st day of July 2026 by MHGBWB, a non-profit corporation organized and existing under the laws of the Commonwealth, and the Mayor of Brockton, to UMDI.

**B. Term of Charter**

The Charter shall remain in effect for a one-year period beginning July 1, 2026, and ending June 30, 2027, unless sooner terminated pursuant to the terms provided in this Charter.

**C. Option to Extend**

MHGBWB shall have the option to extend the Charter for an additional one-year period, if agreeable to both parties, unless mandated by DOL. Any extension shall be subject to all the Terms and Conditions set forth in this Charter, including without limitation the provisions as set forth in "Remedies and Sanctions".

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## III. PARTIES TO THE CHARTER

**Terms and Conditions of Charter**
MHGBWB hereby grants to UMDI a Charter to operate a OSCC in the Greater Brockton Area, upon the Terms and Conditions set forth in this Charter, including Attachments A, B, and C which are incorporated herein by reference.

**One-Stop Career Centers Generally**
The OSCCs, also known as America's Job Centers, is part of an overall initiative of the United States Department of Labor (the "USDOL") to improve the quality of workforce development services delivered to individual customers and employers. OSCCs provide access to basic high-quality workforce development services such as job placement, job matching, individual skill assessment, referrals to education and training programs, unemployment insurance information and labor market information.

**Characteristics of a High Quality One-Stop Career Center**

- One-Stop Centers provide excellent customer service to job seekers, workers and Businesses.
- Reflect a welcoming environment to all customer groups who are served by the One-Stop centers.
- Develop, offer, and deliver quality business services.
- Improve the skills of job seeker and worker customers
- Create opportunities for individuals at all skill levels and levels of experience
- Provide career services that motivate, support and empower customers
- Value skill development
- Reflect innovative and effective service design
- Use an integrated and expert intake process for all customers entering the One-Stop centers
- Design and implement practices that actively engage industry sectors
- Balance traditional labor exchange services with strategic talent development
- Ensure meaningful access to all customers
- Include both virtual and center-based service delivery
- Incorporate innovative and evidence-based delivery models
- Operate with integrated management systems and high-quality staffing
- Reflect the establishment of robust partnerships among partners
- Organize and integrate services by function
- Develop and maintain integrated case management systems
- Develop and implement operational policies
- Use common performance indicators
- Train and equip One-Stop center staff
- Staff the center with highly trained career counselors

OSCCs must meet the needs, through service or referral, of individual customers and employer customers who seek service. OSCCs must offer customer choice and be part of an

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integrated system of programs. The performance of OSCCs shall be based on meeting or exceeding the performance outcomes established by the Commonwealth and MHGBWB and by measuring customer satisfaction. MassHire Greater Brockton Career Center acknowledges that it is responsible, pursuant to this Charter, for the establishment, implementation, and operation of a OSCC in a manner consistent with the overall concept of OSCCs generally, and MHGBWB's vision for OSCCs in the Brockton Area and in accordance with all of the Terms and Conditions of this Charter.

## IV. ROLES AND RESPONSIBILITIES

### A. The Charter

MHGBWB has been authorized and directed by the Commonwealth to assist in the establishment of OSCCs in the Greater Brockton Area and to provide ongoing oversight, monitoring and evaluation of OSCCs once they are established. UMDI agrees that its operation of a OSCC in the Brockton Area shall be subject at all times and in all respects to the Terms and Conditions of this Charter.

### B. The Standard Contract

UMDI acknowledges that funding for the establishment, implementation and operation of a OSCC is being provided to UMDI pursuant to the Standard Contract between DCS and MHGBWB. DCS shall administer the Standard Contract and provide the funding for the operation of a OSCC in the Greater Brockton Area in accordance with the Terms and Conditions of the Standard Contract.

### C. The Relationship between the Charter and the Standard Contract

UMDI acknowledges and agrees that although the Charter and the Standard Contract are separate and distinct, UMDI could not operate a OSCC in the Greater Brockton Area without the Charter or the Standard Contract. MHGBWB and UMDI therefore agree that the provisions of the Standard Contract are hereby incorporated into this Charter by reference. UMDI agrees that, in the event of any termination of the Standard Contract as provided in the Standard Contract, this Charter shall terminate at the same time that the Standard Contract terminates.

### D. MHGBWB

MHGBWB is charged with overseeing Greater Brockton's workforce development system so that it serves the interest of both area residents seeking employment and employers in an efficient, effective, and well-coordinated manner. MHGBWB will achieve this in a manner consistent with the terms of this Charter by monitoring the MassHire Greater Brockton Career Center program and fiscal operations, assessing their performance, providing technical assistance and capacity building, and setting policy. The Workforce Systems Committee will be the main vehicle for performance review through the implementation of the annual Charter review process. MHGBWB has the responsibility, as the organization that is granting the Charter, to ensure high quality service delivery, achievement of performance outcomes, and productive and efficient use of public dollars. Except as limited by available funding, MHGBWB will fulfill the following functions:

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- **Policy and Oversight**

MHGBWB shall serve as the policy and oversight body in the Greater Brockton region for the development of the policy framework for the OSCC Initiative and for decisions regarding allocations of workforce development funds in the region.

- **Monitoring of Quality**

MHGBWB shall monitor the OSCC quality, outcomes, and cost performance through the following measures: on-site visits and record review, third party evaluations and review, computerized customer flow and outcome records and monthly performance reports as established by the board.

- **Continued Funding**

MHGBWB shall work with the Commonwealth to ensure adequate levels and movement of funding to the OSCC. The Charter does not constitute a commitment by MHGBWB to provide any funding to UMDI for the establishment, implementation and/or operation of a OSCC in the Greater Brockton Area, except to the extent that MHGBWB has received funds for such purposes, or such funds have otherwise been obligated for payment through MHGBWB to UMDI for said purposes. The Service Provider will be limited to 10% indirect cost rate, with a minimum of 2% to be allocated to MassHire Greater Brockton Career Center for the operation and administration of the OSCC.

- **Designing Information Systems**

MHGBWB will work with EOLWD and DCS at a policy and operational level, and in local decision-making, in the on-going maintenance of information systems for MassHire Greater Brockton Career Center, including labor market, management, case management, and service quality information.

- **Brokering Relationships with the Employer Community**

MHGBWB will promote MassHire Greater Brockton Career Center services to the employer community and encourage its members to use the employer services offered by MassHire Greater Brockton Career Center, such as job postings, fairs and recruitments.

- **Customer Service**

MHGBWB shall work with DCS and UMDI to enhance customer service and provide leadership in troubleshooting and problem solving when issues, whether local or system-wide within Brockton, are presenting barriers to customer service.

- **Customer Complaints**

When an individual One-Stop Career Center customer, or former customer, registers a complaint with MHGBWB, MHGBWB will notify UMDI and work with the customer toward helping to identify a timely solution to address the customer's complaint. MHGBWB will inform DCS of all complaints in accordance with the DCS Unified Workforce Investment System Complaint Process.

- **Marketing Assistance**

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MHGBWB shall, within budget limitations, work with UMDI to market OSCC services in the region.

- **Fiscal Monitoring and Technical Assistance**

MHGBWB, in its role as grant recipient for funds available from EOLWD and DCS, and other funding sources for the OSCC Initiative in the Greater Brockton region, shall conduct fiscal monitoring and provide appropriate technical assistance. MHGBWB, or their designee, will be permitted to inspect and audit the books and records maintained by UMDI in reference to the OSCC provided that the inspection will occur during normal working hours and at a` place where books and records are conveniently maintained.

**E. MassHire Greater Brockton Career Center**

MassHire Greater Brockton Career Center is a business unit of the University of Massachusetts Donahue Institute (UMDI) and it is this simple vision which drives the operation of the Career Center, *We match workers with companies.* This vision guides the actions to effectively serve the employers and job seekers in the region.

- **Employer Engagement**

The Business Services Unit will target industry sectors based both on the needs/abilities of our region's job seekers and the primary employers with the goal to create relationships with employers based on their hiring needs as well as on the employability skill sets of our job seekers. MassHire Greater Brockton Career Center will market state-supported programs and agencies such as: On-the-Job Training opportunities, opportunities through the Workforce Training Fund, the Hiring Incentive Grant program, and Safety Grants. MassHire Greater Brockton Career Center will be the employers' point of contact during all aspects of the business cycle by visiting businesses, touring facilities, and listening to the needs of the employer.

- **Jobseeker services**

MassHire Greater Brockton Career Center will employ staff to work directly with the customers of the region to provide programs and services that will enhance their job seeking skills. Services for job seekers should include: job search assistance and access to online job listings, career counseling, coaching on job search skills, workshops on a variety of job search strategies, access to resources including PCs, reference materials, resume building software, and economic data, networking groups and specialized services for veterans, dislocated workers, disabled workers, and other special groups

- **Partnership and Collaborations**

There are several programs and activities identified in the Workforce Investment and Opportunity Act that shall make their services available to customers through the OSCC Delivery System. The Act identifies programs that are required partners as well as additional human resource programs that may be partners in the one-stop. Among those required partners are; Adult Education, Postsecondary Vocational Education, Vocational Rehabilitation, Title V of the Older Americans Act, Trade Adjustment Assistance, Veterans Employment and Training Programs, Community Services Block Grant, employment and training activities by

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the Department of Housing and Urban Development, Unemployment Insurance, Job Corps and Bureau of Apprenticeship and Training.

In addition to the partnerships formed to deliver services to the adult and employer population, the One Stop Service Provider will also be required to establish a relationship with the Youth One-Stop Career Center that serves youth between the ages of 14 and 24. The framework and follow up services provided to youth under the Workforce Innovation & Opportunity Act are delivered through the youth division of the MassHire Greater Brockton Workforce Board, with additional components being procured through local youth serving agencies. The establishment of the referral system for youth between the ages of 18 and 24 will be developed through an MOU with the Service Provider and the MHGBWB

- **Standards of Conduct**

As state employees, employees of the Career Center shall be governed by the current University of Massachusetts Code of Conduct as well as governed by the Commonwealth of Massachusetts's Conduct of Public officials and employees' statute, Conflict of Interest Law.

- **Related Party Transaction**

UMDI is required to disclose in advance any "related party" that it may seek to use, engage, employ, compensate or provide any economic benefit during the contract period, as it relates to MassHire Greater Brockton Career Center. Related parties consist of any employee, subcontractor, supplier or affiliate of UMDI, including (a) its management, directors, and principal owners and their immediate families, (b) any entity, including corporation, partnership proprietorship, LLC, business trust or other enterprise managed by controlled by or principally owned by any member of the UMDI management, directors, principal owners and their immediate families (c) any party that may, or does, deal with the enterprise and has ownership of, control over, or can significantly influence the management or operating policies of another party to the extent that an arm's length transaction may not be achieved. The MHGBWB Executive Director shall be notified of any related party transactions.

## V. IMPLEMENTATION PLAN

**Initial Implementation**

The establishment, implementation, and operation of the OSCC by UMDI shall be carried out in cooperation with MHGBWB in a manner that is consistent with the requirements of MHGBWB, EOLWD, DCS and the USDOL. UMDI acknowledges that the operation of a OSCC in the Brockton Area requires continued appropriate marketing activities designed to ensure that the public and employers become aware of the existence of the OSCC and the range of services it offers. UMDI agrees to cooperate fully with the MHGBWB about the development and implementation of marketing strategies and initiatives regarding any operations of the OSCC by MassHire Greater Brockton Career Center in the Greater Brockton Area.

### A. Location of One-Stop Career Center

The OSCC shall continue to be located in downtown Brockton, MA at 34 School St. The implementation of the Center for Workforce Development & Innovation will require the co-

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location of the Career Center and the Workforce Development Board to deliver comprehensive employer and job seeker services. The OSCC shall be fully accessible to handicapped persons and shall comply at all times during the term of this Charter with all governmental requirements applicable to the use and occupancy of the OSCC, including without limitation the requirements of the Americans with Disabilities Act. UMDI agrees that any change in the location of the OSCC shall require the prior written approval of MHGBWB, which shall not be reasonably withheld. UMDI agrees that the OSCC shall be a discrete operation with an organizational identity and location that is distinct from any other organization or entity that UMDI owns, operates or is associated with.

**B. Name of One-Stop Career Center and Logo**

The One Stop Career Center in the Brockton SDA is known as MassHire Greater Brockton Career Center. CFR § 678.900(c) requires that each one-stop delivery system must include the 'American Job Center' identifier, or a tag line stating, 'a proud partner of the American Job Center network', on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system. This common identifier is sometimes known as AJC branding or co-branding. To support implementation of this requirement, ETA established trademark ownership of the following logos: 1) "American Job Center network"; and 2) "a proud partner of the American Job Center network." As of November 17, 2016, each one-stop delivery system must include the identifier or tag line on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased or created materials. As of July 1, 2017, each one-stop delivery system must include, in addition to any State or locally developed identifier the system may wish to use, the identifier or tag line on all products, programs, activities, services, electronic resources, facilities and related property and new materials used in the one-stop delivery system. The change from the OSCC title to American Job Center will be phased in as guided by DCS. For the Purposes of this Charter, the One Stop Career Center title and America's Job Center will be synonymous.

MassHire Greater Brockton Career Center agrees to adopt and incorporate the Trade name and the Trademark in all aspects of the operation of the OSCC. In connection with the adoption of the Trade name and the Trademark, UMDI agrees to use the Trade name and the Trademark as an integral part of OSCC operations, as determined by MHGBWB from time to time during the term of this Charter. UMDI shall not have any proprietary rights in or to the Trade name, the Trademark or other means of identification used in connection with the use of the Trade name and the Trademark, and by executing this Charter, UMDI explicitly disclaims any such proprietary interest in the Trade name, the Trademark and any such other means of identification not otherwise UMDI property as requested by MHGBWB from time to time. MHGBWB agrees that UMDI shall be permitted to use its own trade name(s), trademark(s), and logo(s) in conjunction with the Trade name and the Trademark, provided that any such use by UMDI does not diminish or distract from the use of the Trade name and the Trademark in connection with the operation of the OSCC. MHGBWB acknowledges that MHGBWB has the authority through ownership, license, or grant of authority from the owner, to grant to UMDI the right to or otherwise require UMDI to adopt, incorporate, identify, display and/or use those trademarks or trade names other than UMDI's own trademarks, trade names and logos. Nothing in this Charter shall require either party to take any action that would violate

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the proprietary rights of any third party. UMDI will incorporate "Chartered by the Brockton Area Workforce Investment Board" on all public materials related to Career Center operations or programs run through MHGBWB.

**C. Populations to be Served**

UMDI acknowledges and agrees that it will not discriminate against, and will provide equal access to all customers, regardless of race, gender, age, religion, special needs, disability, sexual orientation or national origin. UMDI acknowledges that all individual customers and employers are eligible to receive services as customers of OSCCs, and UMDI agrees to recruit actively and effectively these customers in order to ensure that they have full and complete access to OSCC services. Individuals between the ages of 18-24 will have the opportunity to co-enroll as found appropriate through the MOU between MassHire Greater Brockton Career Center and MHGBWB Youth Services Department. In particular, UMDI acknowledges and agrees as follows:

**1.** Individual customers include all individuals who desire and/or need workforce development services, from white-collar professionals to disadvantaged individuals with barriers to employment. Examples include, without limitation, long-term, unemployed individuals with special barriers to employment, individuals who are currently employed and seek to enhance or change employment, new entrants to the labor market and former workers who have been dislocated due to company closings, moves or reductions.

**2.** Employers include all establishments of any size in any trade or industry, organized as sole proprietorships, partnerships, corporations, limited liability companies or any other form of organization engaged in commerce or in non-profit activities that hire full or part-time employees for monetary compensation.

**3**. UMDI agrees to provide OSCC services to all individual customers and employer customers. UMDI acknowledges the necessity of developing and implementing effective methods for serving all of its customers, including without limitation those individual customers traditionally characterized as "hard to serve", including older workers, racial or ethnic minorities, women, physically handicapped, non-English speakers and those who lack basic educational skills, as well as all categories of employer customers, including small, medium and large size employers. UMDI agrees that it shall provide equitable service to its individual customers by ensuring that there is a direct relationship between the groups of individual customers receiving core services at the OSCC and the same groups as they exist in the general labor force of unemployed workers in the Brockton Area.

**D. Anticipated Volume**

Every spring, in anticipation of the upcoming fiscal year starting on July 1st, UMDI works with MHGBWB to develop an annual WIOA Plan to be submitted to EOLWD, including performance indicators for the upcoming year. Anticipated volume is one of the three indicators and will vary from year to year depending on many factors, such as program requirements and funding.

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## E. Career Services

WIOA authorizes "career services" for adults and dislocated workers, rather than "core" and "intensive" services, as authorized by WIOA. There are three types of "career services": basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer. The three categories of career services are defined as follows:

Basic Career Services

Basic career services must be made available to all individuals seeking services served in the one-stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery 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 (as defined in sec. 3(23) of WIOA); and,
    - Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
    - Provision of referrals to and coordination of activities with other programs and services, including those 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-
    - 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 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;

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- Provision of information 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;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under Ul programs, including meaningful assistance to individuals seeking assistance in filing a claim-
    - Meaningful assistance means providing assistance:
        - On-site using staff who are properly trained in Ul claims, filing, and/or the acceptance of information necessary to file a claim, or
        - By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time;

Individualized Services

If OSCC staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services must be available in all one-stop centers. OSCC staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These services include:

- 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, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including developmental learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre- vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;

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- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow Up Services

Follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting Transitioning to Career Services:

Employment Status Clarification. In addition to providing career and training services to individuals who are unemployed, there remains a significant population of job seekers who are underemployed. Individuals who are underemployed may include:

- Individuals employed less than full-time who are seeking full-time employment;
- Individuals who are employed in a position that is inadequate with respect to their skills and training;
- Individuals who are employed who meet the definition of a low-income individual in WIOA sec. 3(36); and
- Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment, per State and/or local policy.

- Individuals who are underemployed and meet the definition of a low-income individual may receive career and training services under the Adult program on a priority basis.
- Individuals who meet the definition of an individual with a barrier to employment (see WIOA sec. 3(24)) who are underemployed may also be served in the Adult program.
- Individuals who were determined eligible for the Dislocated Worker program who are determined by State and/or local policies to be underemployed, may still be considered eligible for career and training services under this program. We encourage states and local areas to develop policies and procedures for determining underemployment for both adult and dislocated workers.

Training Services. Training services can be critical to the employment success of many adults and dislocated workers. There is no sequence of service requirements for "career services" and training. Under WIOA, training services may be provided if the OSCC staff determine, after an interview, evaluation or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment that leads to economic self- sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- ls in need of training services to obtain or retain employment that leads to

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economic self-- sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and

- Has the skills and qualifications to successfully participate in the selected program of training services.

Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training contract. Training services must be linked to in-demand employment opportunities in the local area. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, informed by the performance of relevant training providers, and coordinated to the extent possible with other sources of assistance (see WIOA sec. 134(c)(3)).

Priority Populations

Priority Populations under WIOA. Services provided to adults and dislocated workers under Title I of WIOA can be a pathway to the middle class and for maintaining and building the skills to remain in the middle class. WIOA provides a focus on serving "individuals with barriers to employment," defined in WIOA section 3(24) and seeks to ensure access to these populations on a priority basis. The priority populations are discussed below:

Priority for Adult Funds

Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one- stop center staff responsible for these funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services. Under WIOA, priority must be provided regardless of the level of funds.

Veterans and eligible spouses continue to receive priority of service for all DOL-funded job training programs, which include WIOA programs. WIOA priority must be provided in the following order:

1. First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funds.
2. Second, to non-covered persons (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
3. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
4. Last, to non-covered persons outside the groups given priority under WIOA.

Note: When past income is an eligibility determinant for Federal employment or training programs, any amounts received as military pay or allowances by any person who served

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on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 U.S.C. 4213.

### F. Cultural Diversity of Service Provider's Workforce

UMDI acknowledges the importance of hiring a workforce to staff the OSCC that reflects the cultural diversity of the individual customers who will receive services from the OSCC. UMDI therefore agrees to use its best efforts to achieve a level of cultural diversity in its OSCC workforce that reflects and mirrors to the extent practicable the cultural diversity of the region.

### G. Technology

UMDI will prepare and maintain a technology plan that outlines the technology in use by the Career Center and its customers, the date of purchase, expected life of equipment and a plan for replacement will be included. An updated Technology Plan will be submitted as part of the Annual Plan. UMDI will also maintain an information security program that ensures the security and confidentiality of personal information, protects against any anticipated threats or hazards to the security or integrity of such information and protects against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

## VI. PERFORMANCE MEASURES

### A. Responsibility of MHGBWB

MHGBWB shall be responsible for evaluating the performance of UMDI in connection with the operation of a OSCC as established by the performance standards set forth in this Charter and based upon outcomes of services to individual customers and employers as measured through surveys and other means. Specific performance standards referred to in Attachment B, attached hereto, and made a part hereof, are of great importance to this Charter and to the operation of the OSCC authorized under this Charter. UMDI will take all reasonable efforts to achieve all specific performance standards.

### B. Performance Standards for Individual Job Seekers and Employers

MHGBWB and UMDI agree that in order for MassHire Greater Brockton Career Center to be successful UMDI must meet the performance standards for both job seekers and employers. As part of the annual planning process, MHGBWB and UMDI will review performance standards for the upcoming fiscal year.
Any changes to the standards throughout the year would have to be agreed to, in writing, by both parties.

### C. Customer Satisfaction

In addition to satisfying the performance standards as set forth in Attachment B with respect to the provision of services to individual customers and employers, customer satisfaction shall be measured continuously during the term of the Charter. UMDI agrees to continue to implement a system to measure customer satisfaction levels that is meaningful and effective

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(the "Customer Satisfaction System"). UMDI agrees that the results of the Customer Satisfaction System shall be an integral part of the performance standards applicable to the operation by UMDI of the OSCC.

**D. Performance Standards**

MHGBWB and UMDI agree to work cooperatively to establish performance standards that are achievable by UMDI and consistent with MHGBWB's vision for the OSCC in the Greater Brockton region. In addition to One-Stop Service Provider Performance Measures proposed, the WB may negotiate quarterly benchmarks with the provider by which contract performance of the provider will be measured. The provider will report performance measures to the Workforce Systems Committee monthly. Achievement of measurable performance outcomes is a critical expectation of the WIOA Adult and Dislocated Worker Service Providers, who are accountable for the WIOA measures listed below (an employer measure will be determined and added by the second program year).

**E. Consequence of Failure to Satisfy Performance Standards**

MHGBWB and UMDI agree that performance updates will be given to MHGBWB monthly. If UMDI fails to satisfy any of the performance standards outlined in the annual plans, MHGBWB and UMDI shall meet to discuss and develop collaboratively a corrective action plan. When appropriate, DCS should also be involved in this meeting. Once developed, UMDI shall implement the provisions in the corrective action plan, while MHGBWB is responsible for monitoring the process. If UMDI fails to meet performance standards set forth in the corrective action plans within the specified timeframe, MHGBWB is entitled to exercise any or all of the remedies set forth in this Charter, including termination of the charter.

## VII. REPORTING REQUIREMENTS

The operational, financial and other reports required to be furnished by UMDI to MHGBWB and/or the USDOL shall include, without limitation, the following:

**A. Place for Records; Inspection**

UMDI shall maintain all its business records relating to the operation of the OSCC and have them available for inspection at all times either at MassHire Greater Brockton Career Center, in Brockton or at its Hadley locations. MHGBWB will provide reasonable notice to access these files. In connection with the exercise of these rights, MHGBWB agrees to use reasonable efforts not to divulge information obtained from such examination to others except in connection with the satisfaction by MHGBWB of its obligations with respect to the OSCC. UMDI agrees that designated representatives of the Commonwealth, the Auditor for the Commonwealth, and representatives of the USDOL shall have the same rights in relation to UMDI's books and business records as reserved by MHGBWB, provided that they agree not to divulge information obtained from any such examination to others except in connection with the satisfaction of their respective legal obligations in relation to the OSCC as long as all confidentiality regulations of the Commonwealth are upheld.

**B. Integrity Fire Walls**

UMDI shall operate the OSCC in a manner that ensures that individual customers and employer customers receive truly neutral, objective and impartial referrals to service

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providers, with such referrals made in a manner that does not result in the bias or the perception of any bias by UMDI in favor of a particular service provider or providers. UMDI agrees that MHGBWB shall be entitled to specify such additional requirements with respect to integrity fire walls as MHGBWB deems necessary in order to insure the absolute neutrality, objectivity and impartiality of MassHire Greater Brockton Career Center in referrals and the absence of the bias or perception of any bias in referrals.

**C. Customer Service Reports**

Within thirty (30) days following the end of each quarter, UMDI shall submit to MHGBWB internally prepared operational reports that describe the results of operation of the OSCC during the preceding quarter, containing mutually agreed upon data. Any changes to the required data to be provided must be negotiated and would be prospective.

**D. Fiscal Reporting**

Unless otherwise directed by the MHGBWB, within thirty (30) days following the end of each month UMDI shall furnish to MHGBWB internally prepared monthly financial statements with respect to the OSCC, certified to be true, accurate and complete and containing a statement of obligations and accruals showing the results of operation for the prior month, and on a year-to-date basis for the period just ended, cash flows for the month just ended, and such financial information MHGBWB/DCS may reasonably require.

**E. Notice of Certain Events**

UMDI shall notify MHGBWB immediately using the fastest means of standard business communications reasonably available whenever UMDI knows that any of the following is likely to occur, or has occurred:

**1. Unscheduled Closing**

There is an unscheduled closing of the OSCC or any portion thereof.

**2. Computer Network Down**

Computer network is shutdown or becomes dysfunctional, or is expected to be shut down or dysfunctional, for twelve (12) hours or longer.

**3. Strike or Picketing**

There is a strike by any labor union performing services for UMDI with respect to the OSCC or there is any picketing of the OSCC.

**4. Claims**

Any lawsuit or claim that is threatened, brought or asserted against UMDI or anyone acting for or on behalf of UMDI involving the operation of the OSCC and/or UMDI's duties, responsibilities and/or obligations pursuant to this Charter.

**5. Defalcation and Fraud**

Any suspected theft of property of funds or acts of fraud committed by any UMDI employee or agent involving the OSCC.

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**6. Any Other Significant Event**

Any other event, or combination of events, occurs which is of such significance that it will have an immediate and material impact on the operation of the OSCC by UMDI in accordance with the provisions of this Charter.

**F. Annual Operating Statement**

Within ninety (90) days following the end of each fiscal year during the term of this Charter, UMDI shall furnish to MHGBWB the annual operating statement with respect to the OSCC, that describes the results of operation of the OSCC during the preceding year, containing the mutually agreed upon information.

**G. Annual Financial Statements**

Within ninety (90) days of the end of each fiscal year, during the term of this Charter, UMDI shall furnish to MHGBWB appropriate financial reports of the OSCC prepared in accordance with standards set forth by individual funding streams, with such financial reports to include and to be supplemented by such detail and supporting data and schedules as MHGBWB may reasonably require from time to time. UMDI and MHGBWB acknowledge that UMDI's fiscal year ends June 30th and the fiscal year for purposes of the OSCC ends June 30th.

## VIII. REMEDIES AND SANCTIONS

**A. Default and Events of Default**

The term "default" as used herein shall mean an "Event of Default", or any fact or circumstance which constitutes such an Event of Default. Each of the following events, unless cured within any applicable grace period set forth, or referred to in this Section, shall constitute an Event of Default by UMDI:

1. A failure by UMDI in the performance of any material term, provision, obligation or condition of this Charter to be performed by UMDI, or a material breach or other failure to satisfy any other material term, provision, condition, covenant or warranty under this Charter, and such default or breach has not been addressed or a plan developed to address the performance issue within sixty (60) days after written notice hereof by MHGBWB to UMDI.
2. Failure of Career Works to pass a state, federal or independent audit, after providing UMDI reasonable time to take any necessary corrective steps.
3. Failure of UMDI to comply with any applicable provision of the Workforce Investment Act or any regulation promulgated there under.
4. Repeated failure of UMDI to timely meet the reporting requirements.

**B. Financial Status and Insolvency**

UMDI shall inform MHGBWB in writing if UMDI takes any of the following actions:

**1.** Admits in writing its inability to pay its debts generally as they become due.

**2.** Files a petition of bankruptcy or petition to take advantage of any insolvency act.

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**3.** Makes an assignment for the benefit of creditors.

**4.** Consents to the appointment in bankruptcy of a receiver, liquidator or trustee of itself or of the whole, or any substantial part of its properties or assets.

**5.** Files a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws.

**6.** As a result of being issued a Certified Financial Statement, a "Qualified Opinion" or "Growing Concern" opinion, relative to the operation of MassHire Greater Brockton Career Center only.

### C. Remedies Following Event of Default

Upon the occurrence of an Event of Default and the expiration of any applicable grace period, after notice, if required, MHGBWB may terminate this Charter immediately without further notice to UMDI by delivering written notice to UMDI, and upon the delivery of such written notice the Charter shall terminate and UMDI shall not have any further rights with respect to the operation of a OSCC under this Charter. UMDI shall remain liable for liabilities and obligations accrued pursuant to this Charter or accrued up to the effective date of termination of this Charter notwithstanding the termination of this Charter, and shall be entitled to payments due pursuant to this Charter and the Standard Contract up to the effective date of termination of this Charter, subject to the right of the DCS to offset against any such accrued payments less any accrued liabilities and obligations pursuant to this Charter and pursuant to the Standard Contract.

## IX. WB CHARTER FEE

### A. Purpose

MHGBWB and its activities, role and responsibilities in chartering and in such matters as policy establishment and resolution, technical support, capacity building efforts, monitoring, evaluation, and overseeing OSCC activities, as set forth in this Charter, contribute substantial value to the OSCC and to the OSCC concept statewide.

Therefore, a charter fee will be reserved by the fiscal agent from the MHGBWB's allocation and paid to the MHGBWB to support the MHGBWB's activities, roles and responsibilities that add value to the OSCC system.

### B. Amount

The amount to be reserved by the fiscal agent shall be up to eight percent (8%) of MassHire Greater Brockton Career Center portion of the WB's allocation, unless prohibited by the funding stream. The Charter fee will apply to funding streams which UMDI receives by virtue of receiving this Charter unless otherwise negotiated. Charter Fee payments will be made through the fiscal agent.

## X. TERMINATION

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**A**. Except as otherwise specifically set forth herein, a party may terminate this agreement only for an Event of Default by the other party in accordance with Article VIII, Remedies and Sanctions.

**B.** Upon notice of termination by MHGBWB, UMDI shall assist MHGBWB in transitioning the OSCC to a new Service Provider. Following the expiration or early termination of this Charter, UMDI shall reasonably cooperate with MHGBWB or any other party chosen to be the OSCC Service Provider by providing initial training and information regarding the operation as reasonably required by MHGBWB.

**C.** This Charter shall automatically terminate upon the termination of the Standard Contract.

**D.** If during the term of this Charter changes to the Terms and Conditions are mandated by the EOLWD or DCS or any other state or federal agency whose regulatory authority over MassHire Greater Brockton Career Center derives from the Workforce Innovation & Opportunity Act, UMDI shall accept the changes to the Terms and Conditions or terminate the Charter effective as of the end of the then current fiscal year by delivering written notice of termination to MHGBWB within thirty (30) days from the date of notice to UMDI of the mandated changes.

## XI. MISCELLANEOUS

### A. Payment of Taxes and Other Obligations

UMDI, on behalf of MassHire Greater Brockton Career Center, shall duly pay and discharge all taxes, assessments and other governmental charges payable in connection with the operation of the OSCC, including without limitation, worker's compensation insurance premiums, FICA and unemployment insurance, as well as all claims or obligations for labor, materials, supplies or services or for borrowed funds in any amount.

### B. Limitations on Certain Transactions

UMDI agrees that during the term of the Charter it shall not dissolve or liquidate, merge or consolidate with or otherwise acquire all or substantially all of the assets of any other entity if it would have or likely to have a material adverse effect upon the ability of UMDI to operate the OSCC. Except for contracts otherwise complying with this Charter, collective bargaining agreements and contracts incident to the routine operation of the OSCC such as utilities, insurance and maintenance, UMDI shall not enter into any other contracts or agreements relating to the operation of the OSCC that are not reflected in UMDI's business plan and/or operating pro forma. The intent of this Paragraph is to limit UMDI's activities with respect to the OSCC without interfering with UMDI's activities in other locations where it provides other services.

### C. Additional Funding Resources

UMDI will notify MHGBWB of any external funding that is being sought for services

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delivered at the OSCC 5 days prior to the submission of the application for funding.

**D. Liability**

The Parties to this Charter shall be liable for the negligent acts or omissions of their employees acting within the scope of their employment.

**E. Inspection**

MHGBWB, EOLWD, DCS, USDOL, Inspector General and/or the State Auditor's Office shall have access to the OSCC at all times during its business hours and at other times upon reasonable prior notice for the purpose of reviewing the Center's operation and its obligation pursuant to this Charter.

**F. Representations and Warranties of Service Provider**

UMDI, to the best of its knowledge, represents, warrants, covenants and agrees with MHGBWB as follows:

**1.** UMDI has all requisite authority to own, operate and lease its properties and to carry on its business as now being conducted.

**2.** UMDI has the power and authority to execute, deliver and perform this Charter and/or any other instruments, agreements, certificates or other documents required to be delivered by UMDI to MHGBWB in connection with the execution of this Charter and/or the implementation, establishment and operation of OSCCs (MassHire Greater Brockton Career Center "Transaction Documents").

**3.** This Charter has been duly executed and delivered by UMDI. This Charter is, and when executed and delivered by UMDI will be, the legal, valid and binding obligations of UMDI, enforceable against UMDI in accordance with its terms, and with the Terms and Conditions of the Standard Contract.

**4.** Neither the execution nor the delivery of this Charter or any of MassHire Greater Brockton Career Center Transaction Documents, nor the performance by UMDI of the transactions contemplated hereby and thereby, materially conflicts with, or constitutes a material breach of, or material default under, any applicable law, rule, judgment, order, writ, injunction or decree of any court in effect at the date of this Charter; any applicable rule or regulation of any administrative agency or other governmental authority in effect at the date of this Charter; the Articles of Organization or By-Laws of the Corporate Operator or any agreement, indenture, instrument or contract to which UMDI is now a party or by which it is bound.

**5.** UMDI has disclosed to MHGBWB all information that is or may be material to MHGBWB in connection with the grant of this Charter by MHGBWB to UMDI.

**6.** UMDI has not, directly or indirectly, made any untrue statement of a material

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fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the grant of this Charter and/or the implementation, establishment and operation by UMDI of a OSCC.

**G. Notices**

All notices, statements, demands, requests, consents, communications, and certificates from either party hereto to the other regarding substantive matters pertinent to this Charter shall be made in writing unless specified to the contrary herein and sent by certified mail, return receipt requested, hand delivered, or by federal express or similar overnight delivery service for which a receipt is made to the parties, addressed as follows:

***If to MHGBWB:***

MassHire Greater Brockton Workforce Board
34 School Street
Brockton, MA 02301
Attn: Executive Director

with a copy to:

Division of Career Services
Leverett Saltonstall Building,
100 Cambridge Street, 5th Floor,
Boston, MA 02114.

***If to UMDI:***

MassHire Greater Brockton Career Center
34 School Street
Brockton, MA 02301
Attn: Director

with a copy to:

University of Massachusetts, Amherst
Donahue Institute
100 Venture Way, Suite 9
Hadley, MA 01035
Attn: Executive Director

**H. Assignments, Binding Effect**

UMDI shall not be entitled to assign its rights or delegate or subcontract its duties under this Charter, except as otherwise expressly provided in this Charter. This Charter shall be binding on the parties hereto and to their respective successors.

**I. Entire Charter**

This Charter contains the sole and entire understanding with respect to its subject matter and supersedes all prior negotiations, commitments, agreements or understandings between them

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with respect thereto. This Charter may not be changed, terminated or any performance or any condition waived, in whole or in part, except in writing and signed by both parties. A waiver on one occasion shall not constitute a waiver on any future occasion.

**J. Severability**

The provisions of this Charter are severable and if any paragraph, subparagraph or provision of this Charter is held by a court of competent jurisdiction to be illegal or in conflict with the laws of the Commonwealth, the validity of the remaining portions or provisions of the Charter shall not be affected, and the rights and obligations of MHGBWB and UMDI shall be construed and enforced as if the Charter did not contain the particular paragraph, subparagraph or provision held to be invalid.

**K. Applicable Law**

This Charter shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

**L. Force Majeure**

Neither party shall be liable to the other or be deemed to be in breach of this Charter for any failure or delay in rendering performance to the extent such failure or delay arises out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extent of delays excused by this section, provided that the party whose performance is affected notifies the other with reasonable promptness of the existence and nature of such delay.

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# SIGNATORIES

**IN WITNESS WHEREOF, the parties hereto have signed this Charter as a sealed instrument as of July 1, 2026:**

***THE CITY OF BROCKTON:***

Signed by:
Moises M. Rodrigues
3408EED24C1449A...

**By** _____ 7/22/2026

**The Honorable Moises Rodrigues** **Date**
**Mayor of Brockton**

***THE BROCKTON AREA WORKFORCE INVESTMENT BOARD, INC.:***

DocuSigned by:
Dan Evans
E93A400D918C490...

**By** _____ 7/22/2026

**Dan Evans, Chair** **Date**

DocuSigned by:
Jason Hunter
F853FECE4F234C3...

**By** _____ 7/22/2026

**Executive Director** **Date**
**Jason Hunter**

***THE UNIVERSITY OF MASSACHUSETTS:***

Signed by:
Dr. Johan E. Uvin
30AD215456EB440...

**By** _____ 7/23/2026

**Johan Uvin** **Date**
**UMass Donahue Institute Executive Director**

Signed by:
John G Murray
A63E81B472D74E8...

**By** _____ 7/22/2026

**John G. Murray** **Date**
**MassHire Greater Brockton Career Center, Director**

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# THE BROCKTON AREA
# ONE STOP CAREER CENTER
# CHARTER

## ATTACHMENT A

## SERVICES TO CUSTOMERS

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## SERVICES TO JOB SEEKERS

Basic Career Services

Basic career services must be made available to all individuals seeking services served in the one-stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery 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 (as defined in sec. 3(23) of WIOA); and,
    - Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
    - Provision of referrals to and coordination of activities with other programs and services, including those 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-
        - 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 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 relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: childcare; child support; medical or child health assistance;
    - Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
    - Provision of information and assistance regarding filing claims under Ul programs, including meaningful assistance to individuals seeking assistance in filing a claim-

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- Meaningful assistance means providing assistance:
  - On-site using staff who are properly trained in Ul claims, filing, and/or the acceptance of information necessary to file a claim, or
  - By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time;

Individualized Services

If OSCC staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services must be available in all one-stop centers. OSCC staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These services include:

- 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, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including developmental learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre- vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow Up Services

Follow-up services must be provided as appropriate for participants who are placed in

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unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting Transitioning to Career Services:

Labor exchange services, which are the primary services provided by Wagner-Peyser staff, fall under the Basic Career Services. Additionally, all the Basic Career Services must be made available by Wagner-Peyser staff in coordination with other one-stop center partners. Staff also may make available the Individualized Career Services, particularly for those individuals with barriers to employment as defined in WIOA sec. 3(24).

**SERVICES TO EMPLOYERS**

- Customized screening and referral of qualified participants in career and training services to employers;

- Customized employment-related services to employers, employer associations, or other such organizations on a fee-for-service basis that are in addition to labor exchange services available to employers under Wagner-Peyser; and,

- Activities to provide business services and strategies that meet the workforce investment needs of area employers, as determined by the Local Board and consistent with the local plan.

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# THE BROCKTON AREA
# ONE-STOP CAREER CENTER
# CHARTER

## ATTACHMENT B

## REPORTING REQUIREMENTS,
## PERFORMANCE STANDARDS,
## CUSTOMER SATISFACTION MEASURES

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# EVALUATION AND PERFORMANCE STANDARDS

## A. In General

The Brockton Area Workforce Investment Board will be responsible for evaluation of the One-Stop Career Center's effectiveness and performance. Although performance data will be tracked on the MOSES data system and collected by the OSCC, MHGBWB may request direct access to customers for evaluation purposes. Evaluation will be based on two primary indices:

1. Customer satisfaction of individuals and employers as measured through surveys, follow-up and other instruments, and through comparison of expectations with actual outcomes.
2. Data regarding customers and employees served in comparison to the regional economy as reflected in systemic outcomes, such as volume of service and comparisons between service levels and demographics of the region.

Additionally, the results from fiscal and program monitoring efforts by the State will be considered when evaluating performance.

## B. Customer Satisfaction

### 1. Overall Customer Satisfaction Standards

The OSCC will strive toward a goal of 100% customer satisfaction (employers and individuals), however the minimum performance standard will be 80%, based on the frequency of customers reporting satisfaction with center services.

| | Standard | Goal |
|---|---|---|
| Percent of customers who report satisfaction with center services | 80% | 100% |

MHGBWB will also request data on the overall degree of satisfaction with OSCC services, i.e., MHGBWB is interested not only in how many customers are satisfied, but also to what extent they are satisfied with the services provided by the OSCC.

### 2. Other Customer Satisfaction Data to Be Reviewed

MHGBWB may also request more specific customer satisfaction data overall for individual services in the following areas:

- Accessibility of needed services
- Timeliness of delivery
- Interaction with staff
- Usefulness of materials/equipment
- Achievement of self-defined goals

### 3. Continuous Quality Improvement (CQI)

The OSCC will develop strategies for continuous quality improvement, which will include elements of the service quality information system (MOSES) developed by the

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state. All strategies will focus on customer satisfaction with both service delivery as well as the impact of services received, i.e., both process and outcome factors will be considered, as noted above. CQI is critical to MHGBWB's efforts and will be incorporated into all aspects of the OSCC operations. The OSCC will utilize a model that provides framework for an intense self-examination and assessment in categories of organizational behavior displayed by the local workforce investment system. The philosophy of the management team lead by the Director of MassHire Greater Brockton Career Center is built on the premise that success is measured by their ability to identify and address the customers' needs. A collaborative and participatory management style is promoted that fosters teamwork, encourages ongoing staff development, ensures streamlined customer service through cross training, and provides both management and staff with the necessary tools to successfully identify and address consumer needs. Effective use of cross training and continuous process improvement principles ensures streamlined customer service. Cross training provides every manager and staff member with a solid understanding of client flow, OSCC services, and corresponding service expectations. Continuous process improvement tools are used by management and staff to review and refine client flow on an on-going basis. Accordingly, staff has the resources to improve and streamline services to better meet customer needs.

## C. Systemic Outcomes

Because the OSCC will be accountable for the impact of center services on the regional economy, the following factors will also be measured:

| | | Standard | Goal |
|---|---|---|---|
| **1.** | **Volume of customers** | 100% | 100% |

The performance standard will be achievement of 100% of the stated numerical service goals for individual customers and employer customers identified in MHGBWB's Strategic Plan

**2. Service levels as compared to demographics of the region (to assess universal services)**

- Individuals served compared to regional labor force on a variety of factors, such as ethnicity, gender, age, disability, primary language, etc.
- Employers served compared to regional employer base by industry and by business size
- Job openings listed vs. occupational distribution of region
- Job openings filled vs. occupational distribution of region

**3. See MHGBWB Annual Plan which is submitted to DCS for specific numbers for:**

- Number of customers using the OSCC annually
- Entered employment rate of all staff-assisted customers (The state system providing wage match data, as the basis for this index, is under development)
- Entered employment rate of unemployed, staff-assisted customers
- Average wage at placement of all staff-assisted customers who enter

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employment
- Average wage at placement of unemployed, staff-assisted customers who enter full-time employment

## D. Other Data Collection; Modification of Performance Standards

MHGBWB may opt, where reasonable, to require additional data collection in order to ensure a comprehensive evaluation of the OSCC services. MHGBWB reserves the right to modify performance standards prior to the beginning of each fiscal year, based on actual experience information, with UMDI input, and the requirements of funding sources. MHGBWB must notify UMDI in writing of any proposed changes and provide UMDI with an opportunity to respond and suggest alternative measures should UMDI disagree.

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# THE BROCKTON AREA
# ONE-STOP CAREER CENTER
# CHARTER

## ATTACHMENT C

## REQUIRED WIOA PARTNERS

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In accordance with WIOA Section 121(c), this Local Memorandum of Understanding has been developed and executed with agreement of the Chief Elected Official of the Greater Brockton Workforce Area, the MHGBWB, and the Workforce Innovation and Opportunity Act (WIOA) Required Partners as defined by WIOA in WIOA Regulations 20 CFR Part 678.400 as mandatory Partners in the MassHire Career Centers and include:

1. The Adult Program (Title I), as part of the MassHire Department of Career Services (MDCS), Executive Office of Labor and Workforce Development (EOLWD);

2. The Dislocated Worker Program (Title I), as part of MDCS/EOLWD;

3. The Youth Program (Title I), as part of the MassHire Department of Career Services (MDCS), EOLWD, programs authorized under Title I, including: Job Corps, YouthBuild, Native American programs, and Migrant and Seasonal Farmworkers programs;

4. The Adult Education and Family Literacy Act Program (Title II), as part of Adult and Community Learning Services (ACLS), Department of Elementary and Secondary Education (DESE) Executive Office of Education (EOE);

5. The Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III), as part of MDCS, EOLWD;

6. The Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV), as part of the Massachusetts Rehabilitation Commission (MRC) and Massachusetts Commission for the Blind (MCB), Executive Office of Health and Human Services (EOHHS);

7. Federal-state unemployment compensation program, as part of the Department of Unemployment Assistance (DUA), EOLWD;

8. Trade Adjustment Assistance for Workers Programs (Activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)), as part of DCS, EOLWD;

9. Jobs for Veterans State Grants Program (Programs authorized under 38, U.S.C. 4100 et. seq.) as part of DCS, EOLWD;

10. Temporary Assistance for Needy Families Program (42 U.S.C. 601 et seq.) as part of Department of Transitional Assistance (DTA), EOHHS;

11. Employment and Training Programs under the Supplemental Nutrition Assistance Program, (Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C.2015(d)(4)), as part of DTA, EOHHS;

12. Senior Community Service Employment Program (Programs authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)).

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13. Ex-Offender Program (Sec. 212 of the Second Chance Act of 2007)