

MEMORANDUM OF UNDERSTANDING
between the
_____ Workforce Development Board
and Region _____ of the Texas Department of Family and Protective Services
To Further the Objectives of the
Preparation for Adult Living Program

I. Purpose of the Memorandum of Understanding

Texas Family Code §264.121 requires the Texas Department of Family and Protective Services (DFPS) and the _____ Workforce Development Board (Board) to jointly develop and adopt a memorandum of understanding (Agreement) to address the unique challenges facing current and former foster youth in the conservatorship of DFPS who must transition to independent living.

The purpose of this Agreement is to describe the responsibilities of the parties insofar as they relate to:

- furthering the objectives of the DFPS Preparation for Adult Living (PAL) program;
- ensuring that services are prioritized and targeted to meet the needs of foster and former foster youth; and
- making referrals, where feasible, for short-term housing for youth needing housing.

The goals of the DFPS PAL program include:

- helping foster youth prepare for leaving foster care and transition to adulthood;
- helping foster youth receive the education, training, and supportive services necessary to obtain employment and postsecondary education opportunities;
- providing personal and emotional support to foster youth through mentors (when available) and connecting youth to caring adults;
- providing housing and other appropriate support services to former foster youth between the ages of 18 and 21; and
- determining eligibility for DFPS's Education and Training Voucher (ETV) Program and for the state college tuition and fee waiver for current and former foster youth.

This Agreement is entered into between the named parties.

II. Duration of Agreement

The Agreement will commence _____, or upon approval of all parties, and shall terminate _____, remaining in full force and effect unless the Agreement is canceled by the parties in accordance with the terms set forth herein.

III. Responsibilities of the Parties under the Agreement

DFPS and the Board shall implement the following actions to address challenges that face current and former foster youth in the conservatorship of DFPS who are transitioning to independent living and becoming self-sufficient.

Actions by Both Parties Must Include:

1. Securing the confidentiality of all records and other customer information in accordance with state and federal law.
2. Sharing the program and case information necessary to ensure efficient and quality customer services.
3. Identifying cross-training opportunities with local DFPS-PAL staff, Board staff, Workforce Solutions Office staff, and other community partners to promote the understanding of policies, procedures, and automation systems affecting customer services.
4. Identifying, to the extent that resources are available, opportunities at the local level to provide coordinated case management and follow-up services.
5. Collaborating on housing referrals to assist in meeting short-term housing needs for foster youth.
6. Sharing information between parties consistent with each party's individual reporting time frames (e.g., monthly, quarterly, and annually.).
7. Coordinating foster youth referrals and outreach activities between PAL program staff, PAL contractors, and Workforce Solutions Office staff.

DFPS: Required Actions

1. Providing training, upon request, to Boards and Workforce Solutions Office staff on the goals and objectives specific to the PAL program.
2. Defining roles and responsibilities of local PAL program staff and PAL contractors, as appropriate, to ensure that current and former foster youth are identified and referred for workforce services, including training opportunities.
3. Tracking the number of foster youth referred to each Workforce Solutions Office quarterly. (The DFPS state office reports these referrals to the Texas Workforce Commission state office.)
4. Providing primary case management services through PAL program staff and PAL contractors, and in collaboration with Workforce Solutions Office staff, for current and former foster youth.

Board: Required Actions

1. Prioritizing employment, training, and support services for both current and former foster youth, including child care for foster youth with children.
2. Designating a point of contact at the Board and at each Workforce Solutions Office as a foster youth, PAL program staff, and PAL contractor liaison for assistance and services.
3. Communicating the conditions of the Agreement to workforce service providers.
4. Ensuring workforce service contractors comply with the conditions of the Agreement.
5. Providing foster youth and DFPS staff access to current labor market information, which identifies job vacancies, the skills necessary for high-growth, high-demand jobs, and information on employment trends.

Examples of Actions by Both Parties That May Be Included:

1. Coordinating with existing partnerships (e.g., community- and faith-based organizations, mentoring organizations, housing authorities, etc.) to ensure other needs are met for foster youth.
2. Identifying opportunities to colocate PAL program staff or PAL contractors within Workforce Solutions Offices for a specified time frame (e.g., three days a week). This may

include a Workforce Solutions Office space for PAL program staff or PAL contractors to regularly meet with customers and to coordinate workforce services.

3. Coordinating services that offer similar or duplicate program components such as career assessments, mentoring, tutoring, job skills training, and support services offered by both the PAL program and the Workforce Investment Act (WIA) program. Example: Stipulate that workforce service providers will provide career assessments and job readiness training in conjunction with similar training offered through the PAL program.
4. Coordinating financial resources between programs such as the ETV Program and WIA to ensure sufficient funds are available for foster youth to continue and complete educational or vocational activities.

IV. General Provisions

The parties understand that they must be able to fulfill its responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Agreement.

If at any time either party is unable to perform its functions under this Agreement consistent with such party’s statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

V. Amendment or Cancellation of the Agreement

1. The Agreement may be amended at any time in writing and by mutual consent of the parties.
2. The Agreement may be canceled by either party upon 60 days written notice, except where cancellation is for cause that includes, but is not limited to, a material and significant breach of any provisions of this Agreement, when it may be cancelled upon delivery of written notice to the other party.

SIGNATORY AUTHORITY:

The undersigned parties bind themselves to faithful performance of this Agreement. It is mutually understood that this Agreement shall become effective _____, or upon approval by both parties, whichever is later.

WORKFORCE DEVELOPMENT BOARD

**DEPARTMENT OF FAMILY AND
PROTECTIVE SERVICES**

By:_____

By:_____

Executive Director

Regional Director

Date:_____

Date:_____

Legal:_____

Legal:_____