

## **Southern Maryland Local Workforce Development Area**

### **Memorandum of Understanding**

**2021-2023**

This Memorandum of Understanding (MOU) is executed between the Local Workforce Development Board (Local Board), the American Job Center System Partners, and the undersigned Chief Local Elected Official(s) of the Local Workforce Development Area (Local Area). They are collectively referred to as the “Parties.”

This MOU is developed to memorialize the understanding of the Parties regarding the operation and management of the American Job Centers in Southern Maryland Local Workforce Development Area (the “Local Area”). The Southern Maryland Workforce Development Board (the “Local Board”) provides local oversight of workforce programming for the Local Area.

In accordance with Section 121(b) of WIOA, the following programs in the Local Area are overseen by the undersigned entities:

- The Maryland Department of Labor (WIOA Title I Adult, Dislocated Worker and Youth, WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Migrant and Seasonal Farmworker Program, Jobs for Veterans State Grant, Senior Community Service Employment Program (Title V of the Older Americans Act of 1965) and Unemployment Insurance);
- The Maryland State Department of Education’s Division of Rehabilitation Services (WIOA Title IV; Title I of the Rehabilitation Act of 1973);
- The Maryland Department of Human Services (42 USC 601, et seq, also known as Temporary Assistance for Needy Families) / Local Departments of Social Services;
- MINACT, Inc. in conjunction with the Woodland Job Corps Centers (WIOA Title I Job Corps);
- Native American Employment & Training Program at the Council of Three Rivers American Indian Center (WIOA Title I Native American Programs);
- College of Southern Maryland (Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2018 (Perkins V));
- Southern Maryland Tri-County Community Action Committee (SMTCCAC) (Employment and Training activities carried out under the Community Services Block Grant (42 USC 9901, et seq)

These entities are collectively referred to as “the American Job Center System Partners.”

## Terms and Conditions

### **I. Duration of MOU**

This MOU shall take effect July 1, 2021, and will terminate no later than June 30, 2023, unless terminated earlier by any of the Parties to this MOU, in accordance with Section XII. The Parties shall review this MOU at least every two years to ensure proper delivery of services and funding pursuant to Section 121(c)(2)(A) of WIOA. Contact Information of the Partners is labeled as **Exhibit 1 and made a part of this MOU.**

### **II. Convening of Parties**

The Local Board Chair will take the lead role or designate the One Stop Operator as the convener of the Partners. The Convener is responsible for ensuring that all Parties to the MOU have an opportunity to fully participate in the crafting of this MOU.

### **III. System Overview**

WIOA was signed into law on July 22, 2014 and went into effect July 1, 2015. 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. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Maryland's vision in implementing the federal Act. Maryland's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Maryland's workforce agencies have jointly developed the State's workforce plan with the intent that this vision will be carried out by each of the local workforce development areas through their American Job Centers. The Parties acknowledge that these goals are the central focus of the work to be done under this MOU. The Parties agree to comply with the policies, procedures and assurances, established under WIOA, including but not limited to the Policy Issuance PI 2021-04, WIOA Memoranda of Understanding & Resource Sharing Agreements" ("the Policy").

### **IV. Performance Requirements & Data Sharing**

The Parties agree to participate in efforts to assess the effectiveness of the American Job Center system through WIOA performance measures. All Parties must provide performance information that supports the achievement of performance goals, consistent with the requirement of law and as outlined in the Maryland Combined State Plan. All Parties agree to work cooperatively to share relevant data and enter into data sharing agreements to the extent necessary and as permitted or required by applicable statute or regulation.

### **V. Services Offered through the American Job Center System**

The Parties agree to build an efficient workforce system through sharing of information, increased collaboration, staff training and streamlining service delivery to maximize partner strengths and improve customer flow and access. Consistent with Section 121(b)(1) of WIOA, the Partners will provide access to programs or activities carried out by the entity through the American Job Center delivery system in the Local Area.

The Partners will:

- A. The American Job Center Partners in the Local Area offer customers a wide variety of career development. The Partners commit to:
- (1) Ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the American Job Center system.
  - (2) Provide access through the American Job Center delivery system to such programs or activities, including making career services provided under the Partner's program, available.
  - (3) Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles set out in 5 U.S.C. 301 and 2 C.F. R. Part 200.
  - (4) Participate in the operation of the American Job Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.

### *Partner Services by Funding Stream*

#### **WIOA Title I Adult and Dislocated Worker**

##### *Basic Career Services*

- Eligibility determination
- Outreach, intake, and orientation
- Initial assessment of skill levels, aptitudes, abilities, and supportive service needs
- Labor exchange services
- Referrals and coordination of activities
- Workforce and labor market employment statistics information
- Performance information and program cost information on eligible providers of training
- Local area performance regarding accountability measures
- Information on availability of supportive services and referrals
- Assistance in establishing eligibility for financial aid assistance for training and education programs
- Information and assistance regarding filing Unemployment Insurance claims.

### *Individualized Career Services*

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers.
- Individual employment plan
- Group and/or individual counseling and mentoring
- Career planning (including case management)
- Short-term pre-vocational services
- Internships and work experiences
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance

### *Training Services*

- Occupational Skills Training
- On-the-Job Training
- Programs that Combine Workplace Training with Related Instruction
- Apprenticeship Training
- Training Programs Operated by Private Sector
- Skill Upgrading and Retraining
- Entrepreneurial Training
- Customized Training
- Incumbent Worker Training
- Job Readiness Training

### *Business Services*

- Assistance with registration in the Maryland Workforce Exchange
- Post and advertise job openings
- Provision of information on worker training grants and tax credits
- Labor market information
- Recruiting
- Workplace training and education
- Assistance for business downsizing

Title I Adult and Dislocated Worker services are delivered by the Tri-County Council for Southern Maryland.

- Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
  - Summer employment opportunities and other employment opportunities available throughout the school year.
  - Pre-apprenticeship programs.
  - Internships and job shadowing; and,
  - On-the-job training opportunities.
- Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
  - Adult education and literacy activities such as basic academic skills training, critical thinking skills, or digital literacy skills;
  - Workforce preparation activities such as self-management skills grooming for employment, or following directions, and
  - Workforce training such as occupational skills training, on-the-job training, job readiness training, or customized training.
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Supportive services.
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- Follow-up services for not less than 12 months after the completion of participation, as appropriate.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Financial literacy education.
  - Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions.
  - supporting participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit and,
  - Supporting a participant's ability to understand, evaluate and compare financial products and services.
- Entrepreneurial skills training

- Entrepreneurial skills training provides the basics of starting and operating a small business. These trainings should develop the skills associated with entrepreneurship and may include but not limited to:
  - Taking initiative, creatively seeking out and identifying business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option; and,
  - Communicate effectively and market oneself and one's ideas.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Activities that help youth prepare for and transition to postsecondary education and training.
  - Inform participants of legal responsibilities after turning 18, assess participant strengths/abilities/interests, help participants prepare and submit post-secondary education applications and financial aid, investigate and apply for scholarships, and develop portfolio that demonstrates accomplishments and competencies.

Title I Youth services are delivered by the Tri-County Council for Southern Maryland.

### **WIOA Title II Adult Education and Family Literacy Act**

The Adult Education and Family Literacy provides funding for a variety of services to help adults develop basic skills (e.g., reading, writing, math, and English language acquisition), transition to postsecondary education and training, and gain employment. Services include:

- ABE - Adult Basic Education
- GED® Classes- General Educational Development
- GED Ready™ - Official Practice Test
- NEDP® Site - National External Diploma Program
- ESL - English as a Second Language
- IELCE - Integrated English Literacy and Civics Education
- Family Literacy

Title II Adult Education and Family Literacy Act Program services are delivered by the College of Southern Maryland.

- Employer services to include direct referral and placement of applicants, networking activities, recruitment/labor exchange services, provision of labor market information, and tax credit information.
- Jobseeker services to include direct referral and placement with employers via job boards, the Maryland Workforce Exchange, call-in referrals, and provision of supportive services to include career assessment and exploration services, job search workshops, referral services, and access to computers and related resources and materials
- Federal bonding letters

Title III Wagner-Peysner services are delivered by the Maryland Department of Labor in the Comprehensive American Job Center.

### **Trade Adjustment Assistance Act**

- Advise each worker who applies for unemployment insurance of all the benefits available under the Trade Act and the procedures and deadlines for applying for such benefits
- Facilitate the early filing of petitions for any workers that are likely to be eligible for benefits under the Trade Act
- Advise each adversely affected worker to apply for training before or at the same time the worker applies for trade readjustment allowances
- Perform outreach to affected workers, intake of, and orientation for adversely affected workers and adversely affected incumbent workers covered by a certification
- Employment and case management services to include trade application in the Maryland Workforce Exchange, individual employment plan, labor market information, follow up activities, and benchmarks
- Rapid Response activities

Trade Adjustment Assistance Act services are delivered by the Maryland Department of Labor in the Comprehensive American Job Center.

### **Migrant and Seasonal Farmworker Program**

- Outreach to work sites
- Provision of written materials regarding Workforce Center locations
- Community resources
- Educational services
- Job search
- Job placement
- Training information
- Usage of office equipment
- Services to remedy language barriers
- Conduct outreach visits to include camp inspections to ensure workers are knowledgeable of Workforce Center Services
- Provide community service information

Migrant and Seasonal Farmworker Program services are delivered by the Maryland Department of Labor staff in the Comprehensive American Job Center and provide access to the full array of services at the Workforce Center that is afforded to non-migrant workers.

### **Jobs for Veterans State Grant**

- Local Veterans' Employment Representative (LVER)
  - Conduct outreach to employers in the area to assist veterans in gaining employment
  - Conduct seminars for employers and, in conjunction with employers, conduct job search workshops and establish job search groups
  - Facilitate employment, training, and placement
  
- Disabled Veterans' Outreach Program (DVOP) Specialist
  - Provides intensive services for veterans with significant barriers to employment as assessed by AJC staff
  - Facilitates placements to meet the employment needs of veterans
  - Prioritizes service to special disabled veterans, other disabled veterans, and other categories of veterans in accordance with priorities determined by the Secretary of Labor (Secretary);

Jobs for Veterans State Grant services are delivered by the Maryland Department of Labor in the Comprehensive American Job Center and Affiliate American Job Centers.

### **Senior Community Service Employment Program (Title V of the Older Americans Act of 1965)**

- Provide outreach, intake, and orientation
- Provide employment and training programs for older and disadvantaged individuals
- Provide opportunities for eligible participants to learn, work, and serve others
- Provide case management and supportive services to participants in training programs
- Refer clients to workforce development system partners as appropriate

Senior Community Service Employment Program services are delivered the Maryland Department of Labor in the Comprehensive American Job Center.

### **Unemployment Insurance**



- Provide a direct point-of-contact with the Division's Inquiry-Correspondence Unit to assist with general concerns regarding Unemployment Insurance matters and to facilitate claims filing by telephone or online
- Provide training or assistance to staff to provide a general understanding of the unemployment insurance claims filing process
- Provide relevant information for unemployment claimants via the Maryland Department of Labor Division of Unemployment Insurance website; Coordinate Rapid Response services with the Dislocation Services Unit, when requested
- Provide access to relevant Unemployment Insurance data in compliance with Federal confidentiality requirements.

Unemployment Insurance services are delivered the Maryland Department of Labor in the Comprehensive American Job Center and the Tri-County Council for Southern Maryland in the Affiliate American Job Centers.

#### **WIOA Title IV; Title I of the Rehabilitation Act of 1973**

- Provide intake, orientation, and assessments for disabled jobseekers;
- Promote employment of persons with disabilities;
- Based on a comprehensive assessment of an individual's disabilities, determine an individual's eligibility for services in accordance with the Division's Order of Selection criteria;
- Develop an Individualized Employment Plan;
- Provide guidance and counseling, physical restoration, and training to eligible persons with disabilities;
- Provide follow-up services to enhance job retention;
- Provide other services as may be available and appropriate;
- Provide Pre-Employment Transitioning Services for students with disabilities, as defined by WIOA;
- Provide Supported Employment Services for youth and adults with disabilities as defined by WIOA;
- Provide independent living services to enhance the capacity of persons with disabilities to live unaided in the community;
- Provide performance information as required by WIOA;
- Provide cross-training of workforce staff on disability related issues;
- Provide technical assistance on disability related issues and on assistive technology;
- Engage employers through the Division's Business Services Representatives;
- Work in a collaborative manner to coordinate services among the Workforce Partners for youth and adults with disabilities.

WIOA Title IV; Title I of the Rehabilitation Act of 1973 services are provided by the Maryland State Department of Education's Division of Rehabilitation Services.

#### **The Maryland Department of Human Services Local Departments of Social Services (Temporary Assistance for Needy Families (TANF)) Employment and Training Services**

- The Local Departments of Social Services (LDSS) agree to an integrated upfront system that includes at a minimum, initial screening, MWE registration when appropriate, referrals and services.
- LDSS will continue participation in all workgroups and related committees including integrated case management meetings to facilitate co-enrollments, career training and education, system orientation and coordination of exits and supportive services.
- LDSS will continue to participate on the local Business Engagement Network that will conduct business development opportunities for job placements.
- LDSS remain active on the Partner Convening Group, as members, actively engage in its work to develop, revise and spearhead WIOA initiatives in the region.
- LDSS TANF partners will support the Maryland State WIOA Plan its commitment to invest in the partnerships that continue to form as a result of the Federal Act.
- Potential co-location of LDSS and/or WIOA Partners at AJCs or LDSS depending on the nature of customer needs and local barriers to access services, local partnerships and operations
- Cross train and provide technical assistance to all WIOA partners about TANF
- Ensure that all activities are countable and tracked for the TANF work Participation Rate (WPR)
- Access to business services and employer initiatives to attract and better serve employers by marketing joint services, minimizing the burden on employers who use the centers and provide employer-focused services through a single point of entry rather than all partnering programs.
- Contribute and provide outcomes data to the WIOA system through strategies for collecting and reporting varied program reporting requirements
- A description of the LDSS representation on the Local Board to ensure that TANF expectations, roles and responsibilities are addressed in the Local Area
- Provide a description of what strategies the Local Board will employ to support TANF recipients in accessing skills and credentialing, life management skills, and employment to improve the financial status of those exiting the TANF Program

TANF Employment and Training Services are provided by the Local Departments of Social Services in Calvert, Charles and St. Mary's Counties.

### **WIOA Title I Job Corps**

- Provide academic, vocational, employability, and social skills training
- Provide intake, outreach, and orientation sessions for interested candidates
- Provide WIOA career services applicable to the Job Corps program that augment the basic labor exchange services traditionally provided under Wagner-Peyser
- Provide information, assessments, and referrals to WIOA services and partners
- Provide work-based learning, recreation, and counseling

WIOA Title I Job Corps services are provided by MINACT Inc. in conjunction with the Woodland Job Corps Centers.

### **WIOA Title I Native American Programs**

Support employment and training activities for Native American, Alaska Native, and Native Hawaiian individuals in order to:

- Develop more fully the academic, occupational, and literacy skills of such individuals;
- Make such individuals more competitive in the workforce and to equip them with entrepreneurial skills necessary for successful self-employment; and
- Promote the economic and social development of Native American, Alaska Native, and Native Hawaiian communities in accordance with the goals and values of such communities.

WIOA Title I Native American Programs are provided by the Council of Three Rivers American Indian Center, Inc. (COTRAIC). Pursuant to terms of WIOA, the Native American Employment and Training Program provided by (COTRAIC) is not required to contribute to the infrastructure costs of the AJC and therefore is not required to participate in the RSA.

### **Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2018 (Perkins V)**

- Provide individuals with academic and technical skills needed to succeed
- Provide career guidance and counseling services
- Provide access to occupational and employment information
- Provide referrals to WIOA services and partners

Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2018 (Perkins V) services are provided by the College of Southern Maryland.

### **Employment and Training activities carried out under the Community Services Block Grant**

- Provide services for persons who have low-income to include, but not limited to housing and utility assistance, early childhood education, emergency food, housing counseling, student internships, etc.
- Provide educational and employment training opportunities for participants
- Provide customer referrals to workforce development partners as appropriate

Employment and training activities carried out under the Community Services Block Grant are provided by the Southern Maryland Tri-County Community Action Committee, Inc. (SMTCCAC).

**Employment and Training activities carried out under the Housing Authority of the Department of Housing and Urban Development**

Housing and Urban Development is not an active partner in the Southern Maryland Workforce Development Area.

B. Accessibility

- (1) The Parties acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under Section 174 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et. seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et. seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance.
- (2) The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.
- (3) The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to

participants).

- (4) The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, the status of the individual as a participant.
- (5) The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in programs and activities or receiving funds under WIOA Title II are not subject to the same requirement.

## **VI. Referral Arrangements**

The Southern Maryland Workforce Development Board continues to convene The Partner Convening Group, who have met to provide feedback and share information that assisted with development of the Local Plan. The Partner Convening Group is comprised of the Core Program Partners including DORS, DSS, Wagner-Peyser, Adult Education/Literacy, and Title I Adult/Dislocated Worker/Youth. The Partner Convening Group has reviewed, approved and finalized the Memorandum of Understanding content and agreed to continue meeting virtually each month or when needed and safe to do so, in-person. Once all partners feel less frequent meetings are required, The Partner Convening Group will meet quarterly. The Partnering Convening Group discussed and agreed to the following aligned procedures that will enhance the Southern Maryland Workforce Development Area's ability to carry out the vision and goals for the workforce system.

- Ensure that ALL jobseeker clients, regardless of where they first access the workforce system, will be registered in Maryland's Workforce Exchange, when and if appropriate.
- Develop a common intake form that will be used until such time a statewide electronic common intake is established.
- The mobile unit is available for remote access to all partner services throughout the region.
- Establish initial screening questions to help in identifying potential partner engagement.
- Establish partner lists of typical characteristics for each program regarding potential eligibility and suitability for enrollment to assist with targeted referrals.
- Negotiate a referral process that is based on the initial screening findings and has agreed that if the initial screening is done at the American Job Center, career and individualized services will be offered and provided.
- Create a service map of available basic and individualized career services, training, and supportive services.
- Utilize the system orientation that was created by the Group, to be used by all Core Program Partners at all access points in the Southern Maryland Workforce Development Area.
- Establish a tracking form that will be used until such time a statewide electronic tracking is available via an integrated data system.
- The Partner Convening Group will meet monthly and then quarterly when all partners feel less frequent meetings are required. These meetings will serve as sessions to help Core

Program Partners follow through on action steps to align referrals and referrals rejections, to provide opportunities for pitching co-enrollment possibilities, discuss performance strategies, facilitate training on partner services for partner staff and to work on coordination of activities outlined in this Memorandum of Understanding and in the Local Integrated Workforce Plan.

- Core Program Partner first-line workers will meet regularly to review referral listings, enrollments, co-enrollments and exits. These meetings will serve as informational to help partners follow through on referrals, to provide opportunities for pitching co-enrollment possibilities, discuss performance strategies, and to coordinate exits.
- Core Program Partners that have a “job” as a planned outcome have agreed to participate on a Business Engagement Network. Participating partners at a minimum will include Title I Adults, Dislocated Workers, Youth, and Wagner-Peyser, Vocational Rehabilitation, and Temporary Cash Assistance. Economic Development and other business partners will be asked to participate on Business Engagement Network.
- Core Program Partners plus the College of Southern Maryland and Economic Development Representatives will assist in the creation and support of sector partnerships for the identified existing and emerging industries and occupations.
- Core Program Partners have discussed and agreed upon the existing and emerging in-demand industries and occupations that the Southern Maryland Workforce Development Area will focus on regarding business development and the building of a talent pipeline to meet business needs and expectations.

## **VII. Resource Sharing Agreement**

The purpose of the Resource Sharing Agreement (RSA) is to establish the terms and conditions of how the costs of the services and the operating costs of the American Job Center system will be funded, including funding of infrastructure costs of the Centers, funding of shared services, operating costs of the System, and the leveraging of in-kind contributions, as appropriate and pursuant to Section 121(h)(4) of WIOA.

The RSA is labeled as Exhibit 2 and made a part of this MOU.

### **A. Cost Allocation Methodology**

The Parties agree to the extent feasible to align individual agency resources to support workforce development systems integration, when and where appropriate. The shared costs, the allocation method, and each Party’s share are identified in the attached RSA.

### **B. In-Kind Arrangements**

The Parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all Parties and may be used to offset the costs of a Party’s responsibility identified in the cost allocation plan, when appropriate. The details of In-Kind contributions are documented in the attached RSA.

### **C. RSA Fiscal Agent**

The RSA Fiscal Agent is designated by all Parties to the RSA and is identified in the attached RSA Template(s).

#### D. American Job Center Shared Space

If applicable the current leases or agreements for American Job Centers space(s) are attached here to demonstrate the negotiation of shared infrastructure costs, and if applicable are included in Exhibit 3, which is made a part of this MOU.

### VIII. Dispute Resolution Process

In the event that an impasse should arise between the Parties regarding terms and conditions, performance, modification, or administration of this MOU, Parties agree to first attempt to resolve any conflicts among themselves. Should there be no resolution, the Parties agree to abide by the process identified within the Policy. The Local Board Chair (or designee) shall coordinate the dispute resolution process and ensure that the Policy is followed.

### IX. Applicable Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Maryland. Parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with State or Federal requirements.

### X. Confidentiality

- A. All Parties expressly agree to abide by all applicable federal, State, and local laws and regulations regarding confidential information, including but not limited to 20 CFR Part 603; 45 CFR Section 205.50; Md. Code Ann., Gen'l Provisions §§ 4-307, 4-401 and 4-402; Md. Code, Lab. & Empl. § 8-625; COMAR 09.01.01, 09.33.01; 42 U.S.C. §503, 20 U.S.C. § 1232 (g); 34 CFR § 361.38; and 13A 11.06.01, as amended if amended. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
- B. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU.
- C. Each Party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein. Each Party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 C.F.R. Part 603, including but not

limited to requirements for payments of costs and permissible disclosures.

## **XI. Modification**

Modifications to this MOU shall be in writing and signed by each Party. In order to modify this MOU, the Parties agree to follow the process outlined in the Policy.

To initiate a modification, a Party requesting a modification must notify all other Parties of the requested modification in writing. Upon receipt of the required notice, the Local Board Chair shall ensure that any negotiations be resolved promptly. If the Parties cannot resolve the modification request in a manner acceptable to all parties the parties shall participate in the dispute resolution process pursuant to Section VIII of this MOU and as further described in the Policy

## **XII. Termination**

This MOU will remain in effect until the end date specified in Section I, unless:

- (1) All Parties mutually agree to terminate this MOU prior to the end date.
- (2) Federal oversight agencies charged with the administration of WIOA fails to appropriate funds or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of this MOU.
- (3) WIOA is repealed or superseded by subsequent federal law.
- (4) Local area designation is changed under WIOA.
- (5) A Party breaches any provision of this MOU, and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the Local Board specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any Party may request to terminate its inclusion in this MOU by following the modification process identified in Section XI and as outlined in the Policy.

## **XIII. Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the other Parties.



**XIV. Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

**XV. Fair Practices Certification**

The Parties certify that they prohibit, and covenant that they will continue to prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

**XVI. Assurances of Non-Discrimination and Equal Opportunity in Agreements Funded by the U.S. Department of Labor**

The Parties specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1967, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and 38.

**XVII. Drug and Alcohol-Free Workplace**

The Parties certify they will comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

**XVIII. Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) and 29 C.F.R. Part 93. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law.

**XIX. Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 C.F.R. Part 180.

**XX. Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, polices and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I adult program.

**XXI. Buy American Provision**

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502.

**XXII. Human Trafficking**

Each Party certifies that it complies with Executive Order 13333 that requires termination without penalty of the MOU if a sub-grantee, contractor or subcontractor engages in human trafficking.

**XXIII. Salary Compensation and Bonus Limitations**

Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06,19-14, and 17-15 and Public Law 114-113, Division H, Title I, Section 105 restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of Executive Level II.

**XXIV. Indemnification and Liability**

To the extent permitted by Maryland law and the extent of available appropriations, each party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any party may be entitled under Maryland law, or otherwise. No party to this agreement shall assume any obligation to indemnify, hold harmless, or pay attorney’s fees that may arise from or in any way be associated with the any other parties' performance or operation of this MOU.

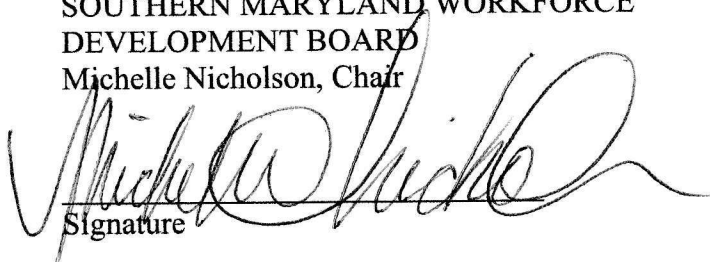
**XXV. Signatures**

IN WITNESS THEREOF, and in accordance with the Policy, the undersigned have executed this Memorandum of Understanding on or before the date set forth herein. By signing this document, each individual signing this MOU on behalf of a given Partner thereby certifies that he/she has the legal authority to bind said Partner to the terms of this MOU. This MOU may be executed in counterparts, each being considered an original.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Witness:

SOUTHERN MARYLAND WORKFORCE  
DEVELOPMENT BOARD  
Michelle Nicholson, Chair



Signature

09-15-2021  
Date

Witness:

CHIEF LOCAL ELECTED OFFICIAL  
Steve Weems, Chair,  
Tri-County Council for Southern Maryland

  
\_\_\_\_\_  
Signature

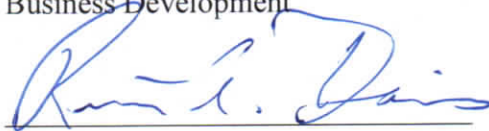
8-27-21  
\_\_\_\_\_  
Date

Witness:



A handwritten signature in blue ink, appearing to be "B. Martin", written over a horizontal line.

TRI-COUNTY COUNCIL FOR SOUTHERN  
MARYLAND  
Ruth A. Davis, Director of Regional Workforce and  
Business Development



A handwritten signature in blue ink, appearing to be "Ruth A. Davis", written over a horizontal line.

Signature

9-15-21

Date

Witness:

TRI-COUNTY COUNCIL FOR SOUTHERN  
MARYLAND

John F. Hartline, Executive Director

Karen Adamo

John F. Hartline  
Signature

08/27/2021  
Date

Witness:

MARYLAND DEPARTMENT OF LABOR  
Workforce Development & Adult Learning  
James E. Rzepkowski

Dorollee Scholtz

James E. Rzepkowski  
Signature

8/24/21  
Date

Reviewed for legal sufficiency

Leza Eubank

\_\_\_\_\_  
Assistant Attorney General

Witness:

MARYLAND DEPARTMENT OF LABOR  
Division of Unemployment Insurance  
Dayne M. Freeman

*Bryan T. Moore*

---

*Dayne M. Freeman*

---

Signature

8/30/21

---

Date

Reviewed for legal sufficiency

*Sophie Asike*

---

Assistant Attorney General



Witness:

COLLEGE OF SOUTHERN MARYLAND  
Dr. Maureen Murphy, President

Larisa Pfeiffer

---



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Signature

9/21/2021

---

Date

Witness:

MARYLAND STATE DEPARTMENT OF  
EDUCATION, DIVISION OF REHABILITATION  
SERVICES

Scott Dennis, Assistant State Superintendent



Signature

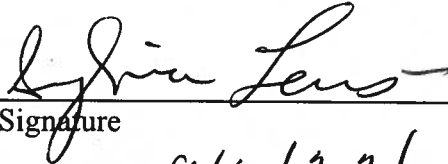
08/30/2021

Date

Witness:

MARYLAND STATE DEPARTMENT OF  
EDUCATION, DIVISION OF REHABILITATION  
SERVICES

Dr. Sylvia Lawson, Deputy State Superintendent



Signature

9/6/2021

Date

Witness:

MARYLAND STATE DEPARTMENT OF  
EDUCATION, DIVISION OF REHABILITATION  
SERVICES

Elliott Schoen, AG



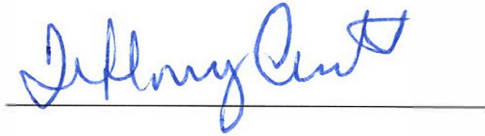
Signature

August 28, 2021

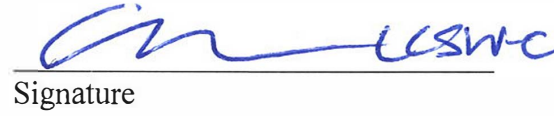
Date

Witness:

MARYLAND DEPARTMENT OF HUMAN  
SERVICES, CALVERT COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
Amye Scrivener, Director



Handwritten signature of Jeffrey Cant in blue ink, positioned above a horizontal line.

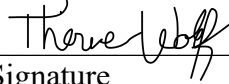


Handwritten signature of Amye Scrivener in blue ink, positioned above a horizontal line.

Signature

Witness:

MARYLAND DEPARTMENT OF HUMAN  
SERVICES, CHARLES COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
Therese Wolf, Director


\_\_\_\_\_  
Signature 

\_\_\_\_\_  
August 31, 2021  
Date

Witness:

MARYLAND DEPARTMENT OF HUMAN  
SERVICES, ST. MARY'S COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
Alexis Zoss, Director

Angela Sacks

  
Signature

8/26/2021

Date

Witness:

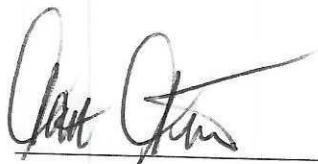
Brenda Bryant

WOODLAND JOB CORPS CENTER  
Charlotte S. Scruggs, Center Director

Charlotte S. Scruggs  
Signature

09/16/2021  
Date

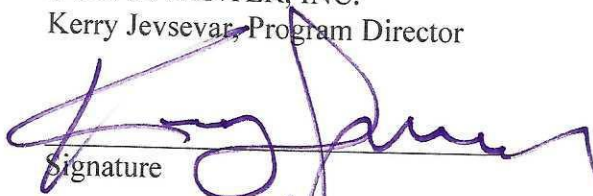
Witness:



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COUNCIL OF THREE RIVERS AMERICAN  
INDIAN CENTER, INC.

Kerry Jevsevar Program Director



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Signature

9/7/2021

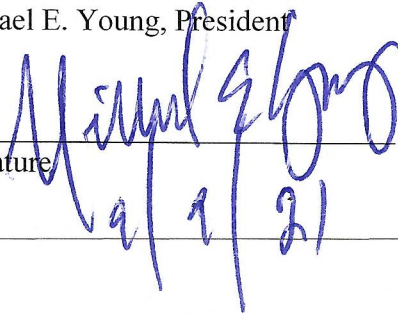
Date

Witness:

SOUTHERN MARYLAND TRI-COUNTY  
COMMUNITY ACTION COMMITTEE  
Michael E. Young, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Handwritten signature of Michael E. Young in blue ink, written over a horizontal line. Below the signature, the date "9/1/21" is written in blue ink, also over a horizontal line.



**EXHIBIT 1**

**Southern Maryland WIOA Partner Contact List**

<b>Partner</b>	<b>Agency</b>	<b>Contact Person</b>
Southern Maryland Workforce Development Board		Michelle Nicholson, Chair Steve Weems, CLEO
WIOA Title I Adult, Dislocated Worker, Youth	Tri-County Council for Southern Maryland	Ruth A. Davis, Director of Regional Workforce & Business Development 15045 Burnt Store Road Hughesville, MD 20637 301-274-1922 <a href="mailto:rdavis@tccsmd.org">rdavis@tccsmd.org</a>  John F. Hartline, Executive Director 15045 Burnt Store Road Hughesville, MD 20637 301-274-1922 <a href="mailto:jhartline@tccsmd.org">jhartline@tccsmd.org</a>
WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser Act Program, Trade Adjustment Assistance for Workers Program, Migrant and Seasonal Farmworker Program, Jobs for Veterans State Grant Program, Senior Community Service Employment Program	Maryland Department of Labor	Tiffany Robinson, Secretary 500 North Calvert Street Baltimore, MD 21202 <a href="mailto:tiffany.robinson@maryland.gov">tiffany.robinson@maryland.gov</a>
WIOA Title II Adult Education and Family Literacy Act Program, Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2018 (Perkins V)	College of Southern Maryland	Ellen Flowers-Fields, Associate VP Continuing Education & Workforce Development 8730 Mitchell Road La Plata, MD 20646 301-934-7547 <a href="mailto:eflowers-fields@csmd.edu">eflowers-fields@csmd.edu</a>

WIOA Title IV; Title I of the Rehabilitation Act of 1973	Maryland State Department of Education, Division of Rehabilitation Services	<p>Calvert County: Carmen Procida <a href="mailto:Carmen.procida@maryland.gov">Carmen.procida@maryland.gov</a></p> <p>Charles &amp; St. Mary's Counties: Amy Wustner <a href="mailto:amy.wustner@maryland.gov">amy.wustner@maryland.gov</a></p>
Temporary Assistance for Needy Families (TANF)	Maryland Department of Human Resources	<p>Amye Scrivener, Director Calvert County Department of Social Services 200 Duke Street Prince Frederick, MD 20678 443-550-6999 <a href="mailto:amye.scrivener@maryland.gov">amye.scrivener@maryland.gov</a></p> <p>Therese Wolf, Director Charles County Department of Social Services 200 Kent Avenue La Plata, MD 20646 301-392-6601 <a href="mailto:therese.wolf@maryland.gov">therese.wolf@maryland.gov</a></p> <p>Alexis Zoss, Director St. Mary's County Department of Social Services 23110 Leonard Hall Drive Leonardtown, MD 20650 240-895-7000 <a href="mailto:alexis.zoss@maryland.gov">alexis.zoss@maryland.gov</a></p>
Title I Job Corps	Woodland Job Corps Center	<p>Charlotte S. Scruggs, Center Director 3300 Fort Meade Road Laurel, MD 20724 301-362-4402 <a href="mailto:Scruggs.Charlotte@jobcorps.org">Scruggs.Charlotte@jobcorps.org</a></p>
WIOA Title I Native American Programs	Council of Three Rivers American Indian Center, Inc.	<p>Kerry Jevsevar, Program Director 120 Charles Street Pittsburgh, PA 15238-1027 412-782-4457 x219 <a href="mailto:kjevsevar@cotraic.org">kjevsevar@cotraic.org</a></p>

		<p>Eastern Maryland  Fatima Ball  Employment &amp; Training Counselor  412-498-2325  <u><a href="mailto:fball@cotraic.org">fball@cotraic.org</a></u></p> <p>Western Maryland  Kim Crawford-Lewis  Employment &amp; Training Counselor  412-498-6135  <u><a href="mailto:kcrawford-lewis@cotraic.org">kcrawford-lewis@cotraic.org</a></u></p>
Community Services Block Grant	Southern Maryland Tri-County Community Action Committee	<p>Michael E. Young, President  P.O. Box 280  Hughesville, MD 20637  301-274-4474  <u><a href="mailto:myoung@smtccac.org">myoung@smtccac.org</a></u></p>