



**Upper Shore Workforce  
Investment Board Local  
Workforce Development Area  
Memorandum of Understanding  
2023-2025**

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

This MOU is developed to record the understanding of the Parties regarding the operation and management of the American Job Centers in the Upper Shore Workforce Development Area (the "Local Area"). The Upper Shore Workforce Investment Board (the "Local Board") provides oversight of workforce employment and training programming for the Local Area.

In accordance with Section 121 of the Workforce Innovation and Opportunity Act (WIOA), the Upper Shore Workforce Investment Board as the local Workforce Development Board, with the agreement of the Chief local Elected Official(s) (CLEO), under the provisions of the Workforce Innovation and Opportunity Act and its Regulations, has selected Parker Consulting as the One Stop Operator for the period July 1, 2021- June 30, 2023 with an option for an additional year, July 1, 2023- June 30, 2024. Parker Consulting was selected as the One Stop Operator, and has been renewed in this role through June 30, 2024.

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

- WIOA Title I Adult, Dislocated Worker and Youth Programs;
- WIOA Title II Adult Education and Family Literacy Act Program;
- WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, Unemployment Insurance, Migrant and Seasonal Farm Worker, and the Senior Community Services Employment Program (SCSEP);
- WIOA Title IV Maryland State Department of Education's Division of Rehabilitation Services (Title I of the Rehabilitation Act of 1973);

- 42 USC 601, et seq, also known as Temporary Assistance for Needy Families (TANF) through the Maryland Department of Human Services/Local Departments of Social Services;
- MAC, Inc. provides Senior Community Services Employment Program services for eligible seniors in Dorchester County only;
- Perkins V Post-Secondary

These entities are collectively referred to as the "American Job Center, Core Partner System." These entities are Included in the Resource Sharing Agreement labeled as Exhibit 2 and made a part of this MOU.

In accordance with Section 121(b) of WIOA, the following programs are not in the Local Area and are not included in the Memorandum of Understanding or Resource Sharing Agreement.

- Job Corps
- Youth-Build
- Native American Programs
- Junior Achievement
- Programs authorized under sec 212 of the Second Chance Act of 2007

In accordance with Section 121(b) of WIOA, the following programs are in the Local Area and do not provide employment and training services as defined in WIOA Section (3). These programs are not included in Memorandum of Understanding or Resource Sharing Agreement.

- Community Services Block Grant
- Department of Housing and Urban Development

## **Terms and Conditions**

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

This MOU shall be In effect on July 1, 2023, and will terminate no later than June 30, 2025, 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 is a part of this MOU.

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

The Local Board Chair will take the lead role (or designated staff, USWIB Executive Director) as convener of the Partners. The Convener is responsible for ensuring that all Parties to the MOU have an opportunity to fully participate in the formation of this MOU.

### **III. American Job Center, Core Partner 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 is carried out in each of the Local Workforce Development Areas through their American Job Centers in Kent, Queen Anne's, Caroline, Talbot, and Dorchester counties of Maryland (the Upper Shore).

Section 108 of WIOA requires that each Local Board develop and submit to the Governor a comprehensive 4-year Local Plan: the Memorandum of Understanding (MOU) and Resource Sharing Agreement (RSA) are part of the USWIB Local Plan, (March 2021), and each of these documents articulate how the American Job Center Core Partners will work together in a systemic approach in order to provide employment and training services to both business and job seekers in Caroline, Dorchester, Kent, Queen Anne's and Talbot Counties.

The Parties acknowledge that this is 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 Maryland Policy Issuance 2021-04, WIOA Memoranda of Understanding and Resource Sharing Agreements" ("the Policy").

Community Services Block Grants, and Housing and Urban Development do not provide employment and training activities as defined in section 3 of the Workforce Innovation and Opportunity Act in the Upper Shore Area.

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

The Parties agree to participate in efforts to assess the effectiveness of the American Job Center system through the lens of the WIOA performance measures, regarding the delivery of Training & Career Services. All Parties must determine how best to provide Information that supports the achievement of these performance goals, consistent with requirements of law, and as outlined in the Maryland Combined State Plan. The Parties agree to align the Governor's Workforce Development Board Benchmarks of Success to assess the effectiveness of the American Job Center system.

All Parties agree to work cooperatively to share relevant data, as determined appropriate and relevant, to USWIB WIOA oversight requests, as permitted by applicable statute or regulation.

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

- A. The Parties agree to support an aligned employment and training workforce system through sharing of information, increased collaboration, staff training and streamlined customer services to maximize partner strengths and improve customer flow and access.

Consistent with Section 121(6)(1) of WIOA, the AJC Partners will provide job seekers, employers, and other AJC partner program staff contact information that will assist in an efficient and streamlined access to programs, resources and activities delivered through Partners in the American Job Center System in the Local Area.

The physical location of the American Job Centers is detailed in Attachment A of this agreement and includes each location and its co-located partners.

Partners who are not co-located at the local American Job Center agree to be available via email, phone, internet/website, and will outline a standard information and referral procedure.

To increase the efficiency and effectiveness of the coordination of services, partners agree to:

- Participate in professional development opportunities for determining training needs for both frontline and supervisory staff;
- Develop opportunities to coordinate with other core partners regarding the delivery of like services;
- Create a menu of services and contacts for their frontline staff in the AJC that will be used as a reference guide for assisting job seekers and business customers;
- Participate in quarterly (county-based) meetings of agency leadership;
- Participate in an analysis of the customer flow process to determine if local needs are being met regarding the volume of visitors to the AJC, and
- Work to supplement funding among the partners and avoid supplanting funding among the partners.

**Employment and Training Resources provided in the American Job Center by Core Partners:**

**WIOA Title I**

The Title I, Training and Career Services Partner in the Local Area offers resources to assist customers with determining a good career match, including career services to ensure training is relevant to the local, five-county economic environment. Financial support for career goals that include classroom, experiential, apprenticeship, and internship training strategies are available through the Title I entity.

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

Provision of Adult and Dislocated Worker services described in WIOA Title I, Section 134 related to

Local Employment and Training Activities, including, but not limited to:

- Eligibility determinations;
- Outreach, intake, and orientation
- Initial assessment of skill levels and supportive service needs;
- Referrals to and coordination of activities with other programs and services;
- Interview and evaluation to identify employment barriers and appropriate employment goals;
- Development of an Individual employment plan,
- Training services may include
  - occupational skills training;
  - on-the-job training;
  - incumbent worker training;
  - programs that combine workplace training with related instruction;
  - training programs operated by the private sector;
  - skill upgrading and retraining;
  - entrepreneurial training;
  - transitional jobs;
  - job readiness training provided in combination with other training services;
  - adult education and literacy activities;
  - customized training contracts.

#### **WIOA Title I- Youth**

Through the Local Board, goals are implemented relating to youth programs that meet the requirements of WIOA Title I, Section 129.

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

Chesapeake College is the grant recipient for the Title II, AEFLA Program that provides adult education, literacy activities and employment programming to the adult learners in our community. The Title II, AEFLA Partner in the Local Area offers customers a wide variety of secondary academic enrichment, including instruction for a high school diploma, and resources for English for Language Learners. These resources complement training and career development that may be offered through other Partner organizations.

Adult Education services are available at multiple sites across the service area. The following services are provided to adult learners:

- Intake, assessment, and referral based on an individual student's needs and academic ability.
- Instruction through one of, or a combination of English as a Second Language, Adult Basic Education and Adult Secondary Education Classes.

- Workforce and career development services may be made available in the context of the classroom including resume, cover letter and practice interviews. Communicating the availability of other American Job Center resources, such as local job fairs, relevant job opportunities and the resources through the Maryland Workforce Exchange may also be provided.

### **WIOA Title III - Wagner Peyser**

The Title III Partner in the Local Area offers customers a wide variety of career development and employment services as follows:

#### *Job Applicant Services*

- Provides applicant services: MWE job matching, referral to job openings, one-on-one job search, career exploration and follow-up;
- Provides labor exchange services: career assessment, labor market Information, reemployment services (RESEA, ROW), job search workshops, interview preparation, and résumé assistance and résumé reviews;
- Provides hands-on resource area: computers, copiers and fax machines, job search resource literature, and information about the federal bonding program.

#### *Online Services for job seekers*

- The Maryland Workforce Exchange (MWE) is an online job resource which is available 24/7 for identifying job availability, training services, the list of approved training providers, occupational skills and interest assessment tools, labor market information, and equal employment opportunity information.

#### *Business Services Team*

- The local DWDAL Business Services Team provides business services: talent recruitment, networking activities, provision of labor market information, tax credit information, labor law Information, pre-screening applicant skills, facilitating online testing of applicants, online advertising of recruitments, free of charge applicant interviewing space, including full workstations, and talent acquisition of transitioning ex-offenders.

#### *Business Incentives*

- Maryland Business Works provides training funds to increase incumbent workers' productivity, the upgrading of credentialed skills, and creates opportunities for expanding businesses' existing workforce.
- Apprenticeship Navigators have the responsibility of working with businesses, associations, unions and other organizations seeking to develop or participate in Registered Apprenticeship.

### *Unemployment Insurance Services*

- Provides basic instruction on how to apply for unemployment Insurance on-line, or by telephone for an initial claim. Job Seeker and business services are provided to unemployment insurance claimants.

Unemployment Insurance is responsible for ensuring that meaningful assistance will be provided in the Upper Shore Area. In the context of providing assistance with UI claims, "meaningful assistance" means having staff well-trained in UI claims filing and claimant rights and responsibilities, available in the one stop centers to provide UI claim-filing assistance, if requested or if the individual is identified as needing the service due to barriers such as limited English proficiency, disabilities, or other barriers. The staff providing this assistance may be UI, Wagner-Peyser, or other one-stop partner staff who has been properly trained to provide this type of assistance and service. However, as described in UIPL No. 12-01, Outsourcing of Unemployment Compensation Administrative Functions, and further explained in UIPL No. 12-01, Change 1, Outsourcing of Unemployment Compensation Administrative Functions -- Claims Taking, only merit staff may, In person at one-stop centers or remotely, answer questions, provide advice, or make decisions that could affect claimants' UI eligibility.

### *Partner Services*

- Provides American Job Center Partner cross-training on the Maryland Workforce Exchange. Partners are trained on MWE Activity History/Service Plan pages to allow follow up on their customers' activity history, and instituting service plans with DWDAL

### **Trade Act of 1974, Title II, Chapter 2, as amended**

- Advise each worker who applies for unemployment insurance of all the benefits available under Trade and the procedures and deadlines for applying for such benefits.
- Ensure all eligible TAA participants are co-enrolled in the WIOA Dislocated worker program.
- 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, benchmarks, etc.)
- Participates in Rapid Response activities, as directed by the state Dislocated Worker Unit.

### **Migrant and Seasonal Farmworkers**

- Implementing and sustaining a Farmworker Outreach Program

- Providing Farmworkers notification of available ES services and workers' rights
- Facilitating the Agricultural Job Order Clearance Process
- Sustaining the Monitor Advocate System
- Collecting information about farmworker needs, characteristics, and concerns to improve the provision of services to farmworkers;
- Collaborating with a broad range of stakeholders, including community- and employer-based organizations;
- Producing annual service assessments and analyses to promote a better understanding of services to farmworkers and to highlight special efforts and accomplishments by states in serving them; and,
- Ensuring that all legal protections are afforded to farmworkers and that their complaints are promptly resolved.

#### **Veteran Services, U.S.C. Title 38, Code 41**

- In order to realign Disabled Veteran Outreach Program (DVOP) Specialists' roles, the United States Department Of Labor is directing that DVOP Specialists must limit their activities to providing services to eligible veterans and eligible spouses who: a. meet the definition of an individual with a Significant Barrier to Employment (SBE), or b. are members of a veteran population identified by the Secretary under 38 U.S.C. 4103A(a)(1)(C) as eligible for DVOP services.
- Ensure Veterans and eligible spouses receive Priority of Services (POS) in the American Job Center. This POS results in access to employment, training, and placement services at the front of the line ahead of other persons not eligible for priority of service.
- Local Veteran Employment Representatives conduct outreach to businesses in order to engage in advocacy with talent acquisition representatives to increase employment opportunities for veterans.
- The Disabled Veterans Outreach Program offers outreach in community venues in order to make veterans aware of services available

#### **Senior Community Services Employment Program (SCSEP)**

In conjunction with the Older Americans Act (42 USC 3056, et seq.) as amended through Public Law 116-131 (March 25, 2020) and WIOA Title III Wagner-Peyser, the American Job Center partners and MD DOL SCSEP staff facilitate enrollment of unemployed seniors, age 55 and older, seeking employment based training.

- Eligibility is based on the Health and Human Services poverty guidelines of multiplying the appropriate base poverty guideline by 125 percent (or 1.25) to convert the poverty guidelines to "low income" as defined in Section 518(a)(3)(A) OAA, 42 USC § 3056p(a)(3)(A).
- Additional eligibility guidelines include most-in-need measures of disability, homelessness or risk of, low employment prospects, Veterans, the formerly incarcerated, or on supervision from release within 5 years of initial eligibility determination among other factors.



- Participants are placed in on-the-job training with partner 501(c)3 host agencies. Placement is based on experience and goal-oriented employment.

SCSEP staff:

Facilitate SCSEP intake and orientation with enrollment in the Maryland Workforce Exchange with general case management;

Develop Individual Employment Plans

- Conduct annual re-certifications of Participants based on eligibility guidelines;
- Conduct annual re-certifications of partner host agencies;
- Facilitate training opportunities, interviews and placements of enrollees with potential hosts;
- Provide Workday payroll training;
- Follow-up services of unsubsidized employment for fifteen (15) months following exit;
- Refers Participants to the WIOA system partners as appropriate.

#### **WIOA Title IV, Division of Rehabilitation Services**

The Maryland State Department of Education’s Division of Rehabilitation Services (DORS), in accordance with 29 U.S.C. 721(a)(11) will provide the following services to youth and adults with disabilities:

- Provide intake, orientation, and assessments for disabled job-seekers;
- 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 Plan for Employment;
- Provide guidance and counseling, physical restoration, and training to eligible persons with disabilities;
- Provide follow-up services to enhance job retention;
- Provide other vocational rehabilitation services as may be available and appropriate;
- Provide Pre-Employment Transition 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 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.

### **Perkins V: Post-Secondary**

Chesapeake College is the Perkins V Post-Secondary Partner in the Upper Shore Workforce Area. Information and referral to Perkins V services at Chesapeake College (Wye Mills) and Chesapeake College (Cambridge) will be provided through American Job Center access to the Chesapeake College website, email, phone, and print media.

#### Basic Career Services

- Assessment of skill levels
- Job search assistance
- Career counseling
- Workforce, employment, and labor market Information
- Financial Aid assistance for training and education programs not provided under WIOA

#### Individual Career Services

- Specialized assessments related to training programs
- Academic advising
- Career Planning
- Internships and clinical learning
- Workplace preparation activities

#### Training Services

- Training options listed on Eligible Training Provider List
- Skills upgrading
- Incumbent Worker training

### **County Departments of Social Services (TANF-DSS)**

- Eligibility determination for Temporary Assistance for Needy Families (TANF)
- Services that maximize access to and use of life management skills and eliminate barriers to employment for those job seekers receiving TANF grants
- Facilitation of eligibility determination for the Child Care Scholarship (CCS) program by forwarding CCS applications to the MD State Department of Education (MSDE) for processing

### **MAC, Inc. Senior Community Services Employment Program (SCSEP)**

- Provide Employment and Training connections for the older Most In Need job seeker, including outreach, intake to determine eligibility, and orientation sessions for those interested in obtaining a training grant. Eligible participants learn, work, and serve others while receiving job related training in preparation for unsubsidized employment.

- Provides Case Management and Supportive Services to participants in SCSEP training programs.
- Refers Participants to the WIOA system partners as appropriate

**Upper Shore Workforce Investment Board**

- 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 be 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.
  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.
- 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 (20U.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. (1) 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. (1) 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
4. 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 will 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).
5. 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, or the status of the individual as a participant.
6. 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 current method for referring individuals to appropriate partner agencies is primarily informal and delivered through the provision of information about programs. While some agencies have a structured process for referrals, there is not a uniform method used by all partners. The partners commit to utilizing a referral process that provides a seamless "warm hand off" to American Job Center partners. Referral arrangements and processes will comply with the United States Department of Labor's Training and Employment Guidance Letter 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information" and Maryland Policy Issuance, PI 2019-04, "Privacy and Data Security".

## **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 Attachment #1 and made a part of this MOU, is a more detailed breakout of DWDAL resources amongst the partners. Exhibit 2 is a more detailed breakout of DWDAL resources amongst the partners.

### **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. When an entity is invoiced by the lease holder for an American Job Center location, the cost will be based on the square footage occupied by the entity.

### **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 the 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:**

Current leases for shared space are available from the entities listed below for the current American Job Center locations:

- Denton, MD: Caroline County Department of Social Services;
- Cambridge, MD: Chesapeake College Cambridge Center;
- Chestertown, MD: Upper Shore Workforce Investment Board;
- Centreville, MD: Queen Anne's County Department of Social Services;
- Easton, MD: the Maryland Department of Labor, Division of Workforce Development and Adult Learning.

## **VIII. Dispute Resolution Process**

If an impasse should arise between the Parties regarding terms and conditions, performance, 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.

**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., General 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 the other Parties.

- A. Each Party will ensure that the collection and use of any information, systems, or records that contain Personally Identifiable Information (PII) will be limited to purposes that support the programs and activities described in this MOU.
- B. 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.
- C. 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 the requirements in 20 C.F.R. Part 603, including but not limited to requirements for payments of costs and permissible disclosures.

**XI. Modification**

The Parties agree to abide by the process for modification, as specified in the Policy. Modifications to this MOU must be in writing and signed by each Party.

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:

- A. All Parties mutually agree to terminate this MOU prior to the end date.
- B. Federal oversight agencies charged with the administration of WIOA fail 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.
- C. WIOA is repealed or superseded by subsequent federal law.
- D. Local area designation is changed under WIOA.
- E. 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. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 29 CFR 98, Subpart F.1.

**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 29 C.F.R. Part 180.

**XX. Priority of Service**



All Parties certify that they will adhere to all statutes, regulations, policies 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 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 hereby 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.

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**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Title I**

Dan Schneckenburger	Daniel Lessard
Witness	Name
Date	Signature
Executive Director	President, Upper Shore Workforce Investment Board
Legal Sufficiency (if required)	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Title II**

**Title III**

**Unemployment Insurance**

**Jobs for Veterans Sate Grant**

**Migrant and Seasonal Farmworkers**

**Trade Act**

**Senior Community Service Employment Program**

	James Rzepkowski
Witness	Name
Date	Signature
	Secretary, Maryland Department of Labor
Legal Sufficiency (if required)	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Title IV**

Scott Dennis	Dr. Sylvia Lawson
Name	Name
Signature	Signature
Assistant State Superintendent, Maryland State Department of Education Division of Rehabilitation Services	Deputy State Superintendent, Maryland State Department of Education
Elliott Schoen Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Perkins V  
Chesapeake College**

	Dr. Cliff Coppersmith
Witness	Name
Date	Signature
	President
Legal Sufficiency (if required)	Title

**Upper Shore Workforce Investment Board**  
**Local Workforce Development Area**  
**Memorandum of Understanding**  
**2023-2025**  
**Senior Community Service Employment Program**  
**MAC, Inc**

Witness	Name
Date	Signature
	Executive Director, MAC, Inc.
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Local Elected Official Concurrence**

**Caroline County Commissioners**

	Commissioner Travis Breeding
Witness	Name
Date	Signature
	President
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area Memorandum of Understanding**

**2023-2025**

**Local Elected Official Concurrence**

**Dorchester County Council**

	Councilman George L. Pfeffer, Jr.
Witness	Name
Date	Signature
	President
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title



**Upper Shore Workforce Investment Board  
 Local Workforce Development Area  
 Memorandum of Understanding**

**2023-2025**

**Local Elected Official Concurrence**

**Kent County Commissioners**

	Commissioner Ronald H. Fithian
Witness	Name
Date	Signature
	President
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board**  
**Local Workforce Development Area**  
**Memorandum of Understanding**

**2023-2025**

**Local Elected Official Concurrence**

**Queen Anne's County Commissioners**

	Commissioner Christopher M. Corchiarino
Witness	Name
Date	Signature
	President
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
 Local Workforce Development Area  
 Memorandum of Understanding**

**2023-2025**

**Local Elected Official Concurrence**

**Talbot County Council**

	Councilman Chuck Callahan
Witness	Name
Date	Signature
	President
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Temporary Assistance for Needy Families**

**Dorchester County**

	Jenifer Dubosq
Witness	Name
Date	Signature
	Director
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Temporary Assistance for Needy Families**

**Caroline County**

	Shari Blades
Witness	Name
Date	Signature
	Director
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Temporary Assistance for Needy Families**

**Kent County**

	Julie Handzo
Witness	Name
Date	Signature
	Director
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Temporary Assistance for Needy Families**

**Queen Anne's County**

	Susan Coppage
Witness	Name
Date	Signature
	Director
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title

**Upper Shore Workforce Investment Board  
Local Workforce Development Area  
Memorandum of Understanding**

**2023-2025**

**Temporary Assistance for Needy Families**

**Talbot County**

	Linda Webb
Witness	Name
Date	Signature
	Director
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title



**Attachment I**

<b>MOU ATTACHMENT NO.:</b>															
<b>Local Workforce Development Area:</b>		<b>Upper Shore</b>													
<b>Location:</b>		<b>All counties</b>													
<b>Start/End Date:</b>		<u>7/1/2023</u>	to	<u>6/30/2025</u>	<b>PARTNERS</b>										
<b>Fiscal Agent:</b>		Maryland Labor: Director of Field Operations			<b>Required Partner #1:</b>	<b>Required Partner #2:</b>	<b>Required Partner #3:</b>	<b>Required Partner #4:</b>	<b>Required Partner #5:</b>	<b>Required Partner #6:</b>	<b>Required Partner #7:</b>	<b>Required Partner #8:</b>	<b>Required Partner #9:</b>	<b>Required Partner #10:</b>	<b>Totals</b>
	<b>Report Date:</b>	<u>7/1/2023</u>			WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III: Wagner Peysner	WIOA Title IV DORS	TRADE: Labor	Jobs for Veterans State Grants	UI: Labor	TANF DSS	SCSEP	Perkins V	
<b>CFDA #</b>					17.258,259,278	84.002	17.207	84.126	17.245	17.801,804	17.225	93.558	17.235	84.048	
<b>Allocation Method:</b>	<b>Square Footage</b>	<b>14.25/sq ft</b>			<b>109 sq ft</b>	<b>109 sq ft</b>	<b>4422 sq ft</b>	<b>20 sq ft</b>	<b>In Kind</b>	<b>In Kind</b>	<b>In Kind</b>	<b>In Kind</b>	<b>237 sq ft</b>	<b>In Kind</b>	
<b>Shared Expenses: Infrastructure</b>															
	Rent				\$ 2,870	\$ 2,709	\$ 66,120	\$ 270	\$ 270	\$ 2,160			\$ 3,125		\$ 77,524
	Utilities						\$ 10,101		\$ 54	\$ 380					\$ 10,535
	Telephone/Fax						\$ 2,000								\$ 2,000
	Maintenance														\$ -
	Security Services														\$ -
	Web Hosting														\$ -
	Internet														\$ -
	Signage					\$ 2,500									
<b>Expenses: Resources</b>															
	Copiers					\$ 400	\$ 3,230								\$ 3,630
	Supplies				\$ 60	\$ 245	\$ 5,725								\$ 6,030
	Fax Machines						\$ 1,050								\$ 1,050
	Cell Phone					\$ 980									\$ 980
	Computers	Title IV In Kind				\$ 2,100	\$ 10,716								\$ 12,816
	Software						\$ 2,005								\$ 2,005
	Subscriptions					\$ 2,500	\$ 250								\$ 2,750
	Language Line				\$ 100										\$ 100
	Professional Development				\$ 3,000										
	Other:Assesment Instruments					\$ 300									
	Other IT Support														
	Other: Smart Board						\$ 1,000								
<b>Expenses: Staff Services</b>															
	One Stop Operator				\$ 8,400										\$ 8,400
	Resource Staff				\$ 57,272	\$ 49,891		\$ 9,221	\$ 1,312	\$ 25,380		\$ 2,600			\$ 145,676
	One Stop Manager US LEA														\$ -
	Supervisor				\$ 12,277	\$ 11,611						\$ 814			\$ 24,702
<b>Total Value Per Partner</b>				\$ -	\$ 83,979	\$ 73,236	\$ 102,197	\$ 9,491	\$ 1,636	\$ 27,920	\$ -	\$ 3,414	\$ 3,125	\$ -	\$ 304,998
<b>Due from Partner to MD Labor</b>					\$ 2,870	\$ 2,709		\$ 270							\$ 5,849
<b>Total Invoiced and Paid by Partners</b>					\$ 2,870	\$ 2,709		\$ 270							\$ 5,849

Attachment II

MOU ATTACHMENT NO.:																
Local Workforce Development Area:		Upper Shore														
Location:		All counties														
Start/End Date:		7/1/2023		to		6/30/2025		<b>PARTNERS</b>								
Fiscal Agent:		Maryland Labor: Director of Field Operations				Required Partner #1:	Required Partner #2:	Required Partner #3:	Required Partner #4:	Required Partner #5:	Required Partner #6:	Required Partner #7:	Required Partner #8:	Required Partner #9:	Required Partner #10:	Totals
		Report Date:	7/1/2023			WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III (Wagner Peyser)	WIOA Title IV DORS	TRADE: Labor	Jobs for Veterans State Grants	UI: Labor	TANF DSS	SCSEP	Perkins V	
CFDA #					17.258,259,278	84.002	17.207	84.126	17.245	17.801,804	17.225	93.558	17.235	84.048		
Allocation Method:		Square Footage	14.25/sq ft		109 sq ft	109 sq ft	4422 sq ft	20 sq ft	In Kind	In Kind	In Kind	In Kind	237 sq ft	In Kind		
<b>Shared Expenses: Infrastructure</b>																
		Rent			\$ 2,870	\$ 2,709	\$ 66,120	\$ 270	\$ 270	\$ 2,160			\$ 3,125		\$ 77,524	
		Utilities					\$ 10,101		\$ 54	\$ 380					\$ 10,535	
		Telephone/Fax					\$ 2,000								\$ 2,000	
		Maintenance													\$ -	
		Security Services													\$ -	
		Web Hosting														
		Internet													\$ -	
		Signage				\$ 2,500										
<b>Expenses: Resources</b>																
		Copiers				\$ 400	\$ 3,230								\$ 3,630	
		Supplies			\$ 60	\$ 245	\$ 5,725								\$ 6,030	
		Fax Machines					\$ 1,050								\$ 1,050	
		Cell Phone				\$ 980									\$ 980	
		Computers	Title IV In Kind			\$ 2,100	\$ 10,716								\$ 12,816	
		Software					\$ 2,005								\$ 2,005	
		Subscriptions				\$ 2,500	\$ 250								\$ 2,750	
		Language Line			\$ 100										\$ 100	
		Professional Development			\$ 3,000											
		Other:Assesment Instruments				\$ 300										
		Other IT Support														
		Other: Smart Board					\$ 1,000									
<b>Expenses: Staff Services</b>																
		One Stop Operator			\$ 8,400										\$ 8,400	
		Resource Staff			\$ 57,272	\$ 49,891		\$ 9,221	\$ 1,312	\$ 25,380		\$ 2,600			\$ 145,676	
		One Stop Manager US LEA													\$ -	
		Supervisor			\$ 12,277	\$ 11,611						\$ 814			\$ 24,702	
<b>Total Value Per Partner</b>					\$ -	\$ 83,979	\$ 73,236	\$ 102,197	\$ 9,491	\$ 1,636	\$ 27,920	\$ -	\$ 3,414	\$ 3,125	\$ -	\$ 304,998

<b>Due from Partner to MD Labor</b>	\$ 2,870	\$ 2,709	\$ 270	\$ 5,849
<b>Total Invoiced and Paid by Partners</b>	\$ 2,870	\$ 2,709	\$ 270	\$ 5,849