

Howard County Partner MOU 7-1-21 – 6-30-23

**HOWARD COUNTY WORKFORCE DEVELOPMENT AREA**  
**Memorandum of Understanding**  
**2021-2023**

This Memorandum of Understanding (MOU) is executed between the Local Board, the American Job Center System Partners, and the undersigned Chief Local Elected Official(s) of the 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 Howard County** (the “Local Area”). The **Howard County Workforce Development Board (HCWDB)** (the “Local Board”) provides local oversight of workforce programming for the Local Area.

In accordance with Section 121 of Workforce Innovation and Opportunity Act (WIOA), the Mid-Maryland WDB as the Local Board, with the agreement of the Chief Local Elected Official(s) (CLEO), selected Community Workforce Advancements, LLC (Mike Lawrence) as the One Stop Operator for the Howard County Local Workforce Development 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, Jobs for Veterans State Grant, 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 Resources (42 USC 601, et seq, also known as Temporary Assistance for Needy Families) / Local Departments of Social Services;
- Community Services Block Grants Employment and Training Activities
- Senior Community Employment Services
- Community Action Council
- Carl Perkins

The following partners are not in the Mid-Maryland Area:

- Reintegration of Ex-Offenders Program
- Housing and Urban Development (HUD) Program - Employment and Training programs
- Youth Build (WIOA Title I)
- Indian and Native American Programs (WIOA Title I)
- Job Corps (WIOA Title I)

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

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**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 designate **Francine Trout** 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 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 2016-09, WIOA Memoranda of Understanding and 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.

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**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.

A customer-centered approach is the cornerstone of our service delivery. This will be achieved by:

- Increasing opportunities for cross training of staff fostering timely and responsive services without duplication.
- Sharing information to ensure alignment with the goals identified by the board.
- Supporting the state's goal for a common intake process.
- Establishing point of contacts for each partner to enhance the customer referral process.
- All partners will participate in partner meetings.
- All partners will be represented in partner trainings and include appropriate staff.

All partners plan to communicate regularly to ensure services are provided seamlessly, collaboratively and without duplication. Partners will continue meeting to address further alignment, integration and service strategies. Additionally, partners identified in the state plan are either on the Workforce Development Board, participate on a committee or the Partner's meetings.

The Partners will provide the following:

**Adult Education and Family Literacy Act Program**

- Provide intake, orientation and pre-assessment for workforce system customers needing educational services and advise on appropriate course placement and services.
- Work intensively, as needed, to assist students with obtaining education/employment goals and connect them to next steps. Deliver supplemental academic support including on-line, hybrid and individual tutoring.
- Offer ESOL courses applicable to various in-demand occupations in Howard County.
- Provide appropriate referrals to partner organizations throughout the lifecycle of the students' tenure with the Adult Ed program.
- Share information about partner programs and make referrals; ensure an open flow of communication about students and programs.

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- Work toward a common assessment and shared proctoring resources within the American Job Centers; continue to share assessment results and student goals.
- Provide targeted instruction to help ABE and ESOL students' progress toward a high school diploma or college coursework. Assist English language learners in becoming more proficient in English to support job readiness.
- Participate in local convenings/ trainings to increase knowledge of services among partner agencies.
- Cross train and provide technical assistance to all WIOA Partners about Adult Basic Education.
- Participate in a holistic family/systems approach to success, accountability and barrier management to improve chances of success for the family, class and the workplace.
- Continue to work with partners to enhance the marketability of individuals in pre-release status.
- Assist students with studying for citizenship exams.
- Work toward a shared mechanism through which data and outcomes may be shared and analyzed system-wide.
- Continue partnering with Title 1 and other workforce system partners to provide access to career pathways training and employment opportunities as well as grant opportunities for Adult Education participants.
- Use space, at the AJC, intermittently to provide access to Adult Education services.
- Regularly participate in partner meetings and partner staff trainings.

### **Division of Rehabilitation Services**

The Division of Rehabilitation Services will be a core partner full-time at the Columbia Workforce Center.

DORS will:

- Provide intake, orientation, and comprehensive assessments for job-seekers with disabilities.
- Determine an individual's eligibility for DORS services in accordance with the Division's Order of Selection criteria.
- Provide guidance and counseling, physical restoration, and training to financially eligible persons with disabilities and develop Individualized Employment Plans.
- Provide follow-up services to enhance job retention.
- Provide supported employment and other services as may be available and appropriate.
- Provide pre-employment transitioning services for students with disabilities, as defined by WIOA.

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- Provide independent living and blind services for seniors to enhance the capacity of persons with disabilities to live unaided in the community.
- Share performance and program information with Workforce Partners as appropriate.
- Provide cross training to 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; Participate on local businesses services team and promote employment of persons with disabilities.
- Work in a collaborative manner to coordinate services among the Workforce Partners for individuals with disabilities.
- Work to design a shared mechanism through which partner's respective data and outcomes may be analyzed system-wide.
- Regularly participate in partner meetings and partner trainings.

TANF

- Co-locate LDSS and/or WIOA Partners at AJCs or LDSS depending on the nature of local partnerships and operations enabling the provision of more cohesive and coordinated delivery of service reducing the need to travel between offices to conduct business.
  - Howard County DSS will co-locate staff at the American Jobs Center (AJC) through a phased implementation, beginning with two days per week on-site, and may eventually grow to four days per week on-site. The DSS staff will be able to refer customers for skills and training opportunities but will also be able to address any concerns regarding their benefits cases.
- Participate in local convenings/ trainings to increase knowledge of services among partner agencies. Discuss and design a recurring "refresher training" schedule with partners so the transfer of knowledge is consistent and continuous.
- Design a simple and efficient mechanism to assist in tracking countable TANF Work Participation Rate activities.

Customers should either self-identify or be referred through a formal process so that partner staff may confirm for DSS staff any referrals made to shared customers.

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- Partner with employers to initiate better outreach for services.
- Contribute and provide baseline outcomes data to the WIOA system through strategies for collecting and reporting varied program reporting requirements.
- Conduct employment readiness assessments to develop Family Independence Plans and make appropriate referrals to partners that lead to successful employment.
- Provide community and agency resources to assist in removing personal and / or family barriers. (i.e. transportation, daycare, interview attire, etc.)
- Provide consistent and comprehensive case management for DSS customers.
- Work with community businesses to develop, apprenticeship, volunteer and work experience (WEX) locations.
- Refer customers to partner agencies for services.
- Share community employment related events with all work eligible customers.
- Communicate openly and continuously with partner staff and enrolled customers.
- Record data in agency approved systems. (CARES, Maryland WORKS, etc.)
- Regularly participate in partner meetings and partner trainings.

Wagner Peyser

- The Wagner-Peyser program is a full-time partner at the American Job Centers (AJC) and provides an array of Basic and Individualized Career Services.
- Provide access to technology (computers, internet, printers, copying services, fax and phones) and resources in the AJC Career Resource Center.
- Handle reception services for the AJC Career Resource Center.
- Hold special sessions for U.I. claimants including RESEA, ROW and value-added workshops.
- Conduct orientation sessions facilitated by multi-partner teams.

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- Provide customer assistance with using technology in the resource center including: the Maryland Workforce Exchange, job search, resume preparation, labor market information, on-line applications and other assistance.
- Provide one-on-one job search assistance and assessment of job search.
- Meet with veterans and assess potential significant barriers to employment and refer as appropriate.
- Promote and refer to partner agencies and community resources.
- Capture and provide AJC statistics and provide performance data.
- Refer qualified applicants to job openings and recruitment events. Provide labor market information, tax credit information, and job matching services.
- Provide recruitment space.
- Participate in industry sector recruitments, round tables, career pathways, apprenticeship and work and learn opportunities.
- Participate in local convenings/ trainings to increase knowledge of services among partner agencies.
- Cross train and provide technical assistance to all WIOA Partners about Wagner Peyser.
- Discuss and design a recurring “refresher training” schedule with partners so the transfer of knowledge is consistent and continuous.
- Regularly participate in partner meetings and partner trainings.

### Migrant and Seasonal Farm Workers

- Operate monthly outreach to ensure compliance with the MSFW program.
- Provide the full range of employment and training services to MSFWs who come into local offices.
- Review the MWE to identify new MSFW registrations.
- Refer the MSFW job seeker to the NFJP for other services, as needed.

### Trade Act

- Provide information on potential benefits to trade-impacted individuals.
- Determine eligibility for trade participation and job search assistance, allowances, RTAA, relocation allowances and other benefits. Case manage trade participants.
- Provide information on the Affordable Care Act and refer to other partners.

### Veterans

- Outreach to various partner organizations to provide information about services for veterans.

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- Veterans with significant barriers are triaged and identified for referral to the DVOP for more intensive case management, as applicable.
- Provide intensive case management and barrier removal for Veterans with serious barriers to employment (SBE) which includes development of an individualized employment plan between the veteran and the DVOP. The DVOP also provides career coaching and follow-up with the veteran until the case is closed.
- Participate on the business services team and actively engage with businesses, community resources and organizations.
- Advocates for employment and training opportunities for veterans and contacts businesses on a regular basis for job development, referral and placement.

### Carl Perkins

- Provide access to occupational, employment and labor market information to post-secondary partners to inform Carl Perkins funded projects.
- Communicate relevant Carl Perkins information with the Workforce Development Board through higher education representatives.
- Outreach to underrepresented population for Perkins programs and refer to the AJC for job search resources.

### Unemployment Insurance

The Division of Unemployment Insurance will provide the following services:

- Training or assistance to staff to provide a general understanding of the unemployment insurance claims filing process;
- Coordinating Rapid Response services with the Dislocation Services Unit, when requested; and
- Access to relevant Unemployment Insurance data in compliance with Federal confidentiality requirements.

### Community Action Council (CAC)

- The CAC and AJC will refer individuals between programs based on the individual needs of the customer.
- The AJC will provide a full range of employment and training services to individuals referred by CAC who come into the local AJC and will refer individuals to CAC for services not available at the AJC and offered by.
- CAC will provide space at the CAC location to Title 1 for outreach and services delivery; space may be provided to Title 3 for the same.
- Regularly participate in partner meetings and partner trainings.



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**WIOA Title I**

- Provide outreach, orientation, intake, and eligibility determination for individual career services and/or training services and collect Title I eligibility documentation.
- Administer assessments to identify skill levels, aptitudes, abilities and interests for Title I participants.
- Provide career counseling to help identify skill gaps and to offer solutions to increase Title I customer marketability.
- Share information related to the local, regional and national labor market including information on in-demand occupations, earnings, skill requirements and advancement opportunities.
- Identify need for supportive services and provide in house or outside referrals.
- Provide in-depth interviews with Title I job seekers to identify and address employment barriers to assist with developing goals.
- Assist customers with resume preparation, interviewing and other job readiness skills and workshop facilitation.
- Case manage customers throughout the job search lifecycle which may include: assessing need for essential skills, workforce skills, pre-vocational short-term and/or occupational skills training, and providing transition and follow up services after obtaining employment.
- Support Title I adults and youth in identifying appropriate work and learn opportunities.
- Provide an array of workforce development services to businesses and job seekers.
- Participate and/or lead business services teams and develop, convene or implement industry or sector partnerships.
- Respond to community needs and/or emergency economic events.
- Lead integration of systems and coordination of services for the American Job Center.
- Evaluate, negotiate and implement required actions to meet or exceed performance standards while putting the needs of the customer before performance.
- Title I staff will act as liaison with the Workforce Development Board and the American Job Centers.
- Participate in local convenings/ trainings to increase knowledge of services among partner agencies.
- Cross train and provide technical assistance to all WIOA Partners about Title I services.
- Discuss and design a recurring “refresher training” schedule with partners so the transfer of knowledge is consistent and continuous.
- Regularly participate in partner meetings and partner trainings.

**Senior Community Employment Services**

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- The Senior Community Service Employment Program (SCSEP) is a community service and work-based job training program for older Americans. Authorized by the Older Americans Act.
- Provide training for low-income, unemployed people age 55 and older. Participants also have access to employment assistance through the American Job Center network.
- Participants must be at least 55, unemployed, and have a family income of no more than 125% of the federal poverty level. Some income is excluded from the eligibility determination.
- SCSEP participants gain work experience in a variety of community service activities at non-profit and public agencies, including schools, hospitals, day-care centers, and senior centers.
- Participants work an average of 20 hours a week and are paid the highest of the federal, state or local minimum wage.
- SCSEP training serves as a bridge to civic engagement and skills enhancement; and leads to unsubsidized employment opportunities for participants.
- Enrollment priority is given to veterans and qualified spouses of veterans, then to individuals who are over 65, have a disability, have low literacy skills or limited English proficiency, reside in a rural area, are homeless or at risk of homelessness, have low employment prospects, formerly incarcerated or have failed to find employment after using services through the American Job Center system.
- The AJCs will continue to serve as host sites and refer appropriate individuals to the program.
- SCSEP participants located at the AJCs may serve as representatives of the SCSEP Program

**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

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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.

(5) Regularly participate in partner meetings and partner trainings.

**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 of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (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.

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- (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**

Howard County is working toward a common referral form. In the interim, we will continue to refer to partners via telephone, electronic communication, and in person referrals. In order to facilitate co-enrollment and improve access to activities, we are considering an idea to have one dedicated point of contact for each core partner (WIOA, WP, DORS, DSS, Adult Education) to streamline customer service, referrals and response.

Howard County's AJCs are co-located with Title I, Wagner Peyser, DORS and/or Adult Ed, and have DSS representation. Even if a partner is not co-located, we communicate regularly. This allows for streamlined communication between programs as well as referral and joint case management. We may blend services to respond to our customers' needs. Regular joint meetings will continue to be held between partner programs to share information about services and work on continuous improvement of non-duplicative and customer focused processes.

**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 new 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 new 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 of 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 new RSA.

**C. RSA Fiscal Agent**

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The RSA Fiscal Agent will be designated by all Parties to the RSA and will be identified in the new RSA Template(s).

**D. American Job Center Shared Space**

The current leases or agreements for American Job Centers space(s) will be attached here to demonstrate the negotiation of shared infrastructure costs, and will be 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, 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., 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

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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.

**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.

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**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: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender identification, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

**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.I.

**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 98.

**XX. Priority of Service**

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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.



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**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.

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Witness:

**Howard County Workforce Development Board**

\_\_\_\_\_  
Signature

**By: Dwight Carr**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Board Chair**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

**Department of Labor, Licensing & Regulation,  
WIOA Title II Adult Education and Family  
Literacy Act Program, DWDAL representing  
Wagner-Peyser, Trade Adjustment Assistance  
Act, Jobs for Veterans State Grant, Migrant and  
Seasonal Farm Workers and Unemployment  
Insurance**

\_\_\_\_\_  
Signature

**By: James E. Rzepkowski**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Acting Secretary, Maryland Department of Labor,  
Licensing and Regulation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This agreement has been reviewed for legal sufficiency by:

\_\_\_\_\_  
Assistant Attorney General  
Maryland Dept. Labor,

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

**Howard County Government**

\_\_\_\_\_  
Signature

**By: Calvin B. Ball**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Howard County Executive**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

\_\_\_\_\_  
Signature

**Mid-Maryland -Howard County Workforce  
Development Area, representing WIOA Title I  
Adult, Dislocated Worker and Youth  
By: Francine Trout**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

**Howard Community College representing Adult  
Education & Family Literacy Act Program and  
Carl D. Perkins  
By: Minah Woo**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Associate Vice President, Cont. Education and  
Workforce Development

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

\_\_\_\_\_  
Signature

**Howard County Library System representing  
Adult Education & Family Literacy Act Program  
By: Emma Ostendorp**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Adult Basic Education Manager  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

\_\_\_\_\_  
Signature

**Community Action Council of Howard County,  
MD Inc.**

**By: Bitu Dayhoff**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Date



Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

**Howard County Department of Social Services**

\_\_\_\_\_  
Signature

**By: Stephen Leggitt-Creel**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

\_\_\_\_\_  
Signature

**Senior Community Employment Services  
(SCSEP)**

**By: Christine Garland**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

SSAI Vice President of Workforce Development

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

---

Scott Dennis  
Assistant State Superintendent  
Division of Rehabilitation Services

---

Date:

---

Sylvia Lawson  
Deputy State Superintendent  
Maryland State Department of Education

---

Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

---

Elliott L. Schoen  
Assistant Attorney General, Maryland Office of the Attorney General

Date

Howard County Partner MOU 7-1-21 – 6-30-23

## Exhibit 1

**WIOA Title I Adult, Dislocated Worker and Youth  
Howard County Office of Workforce Development**  
Francine Trout  
Howard County Workforce Development Area, Director  
7161 Columbia Gateway Drive, Ste. D  
Columbia, MD 21046  
PH: 410-290-2620  
[frout@howardcountymd.gov](mailto:frout@howardcountymd.gov)

**Howard Community College**  
Minah Woo  
Associate Vice President, Cont. Education and Workforce Development  
  
Rosie Veratti  
Director of Basic Skills & Special Populations Program  
Continuing Education and Workforce Development  
10901 Little Patuxent Parkway  
Columbia, Maryland 21044  
PH: 443- 518-4974/443-518-4982  
[mwoo@howardcc.edu](mailto:mwoo@howardcc.edu)

**Howard County Public Library System (HCPLS)**  
Emma Ostendorp  
Adult Basic Education Manager  
HCLS Project Literacy  
9411 Frederick Road  
Ellicott City, MD 21042  
PH: 410-313-7900  
[emma.ostendorp@hclibrary.org](mailto:emma.ostendorp@hclibrary.org)

**WIOA Title III Wagner-Peyser; Trade Adjustment Assistance Act; Jobs for Veterans State Grant; Migrant and Seasonal Farm Workers;**

James E. Rzepkowsiki  
Assistant Secretary, Division of Workforce Dev. and  
Adult Learning  
Maryland Department of Labor  
1100 N. Eutaw Street, Baltimore, MD 21202  
PH: 410-767-2924  
[james.rzepkowsiki@maryland.gov](mailto:james.rzepkowsiki@maryland.gov)

Howard County Partner MOU 7-1-21 – 6-30-23

**The Maryland State Department of Education's Division of Rehabilitation Services WIOA  
Title IV; Title I of the Rehabilitation Act of 1973**

**Division of Rehabilitation Services (DORS)**

Scott Dennis

Assistant State Superintendent

2301 Argonne Drive, Baltimore, MD 21218

PH: 410-554-9385

[Scott.Dennis@maryland.gov](mailto:Scott.Dennis@maryland.gov)

**The Maryland Department of Human Resources (42 USC 601, et seq, also known as  
Temporary Assistance for Needy Families) / Local Departments of Social Services**

**Howard County Department of Social Services**

Stephen Liggett-Creel

Director

7121 Columbia Gateway Drive, Columbia, MD 21046

PH: 410-872-8260

[stephen.liggett-creel@maryland.gov](mailto:stephen.liggett-creel@maryland.gov)

**Senior Community Employment Service (SCSEP)**

Rita Monroy

Center for Workforce Inclusion

1 North Charles Street,

Suite 402

Baltimore, MD 21201

PH: 410-276-1760

[rmonroy@poweringopportunity.org](mailto:rmonroy@poweringopportunity.org)

**Maryland Department of Labor**

Division of Unemployment Insurance

Dayne Freeman

Assistant Secretary

Hyunjae Shin, Esq.

Chief of Legal Services & Collections

1100 North Eutaw Street

Room 401

Baltimore, Maryland 21201

[hyunjae.shin@maryland.gov](mailto:hyunjae.shin@maryland.gov)

Howard County Partner MOU 7-1-21 – 6-30-23

410-767-2813 (office)

410-333-5059 (fax)

**Community Action Council of Howard County, MD Inc.**

Bitia Dayhoff

President

Dean Turner

Chief of Staff

9820 Patuxent Woods, Suite 100

Columbia, Maryland 21046

410-313-6440

[bdayhoff@cac-hc.org](mailto:bdayhoff@cac-hc.org)

[dturner@cac-hc.org](mailto:dturner@cac-hc.org)



IN-KIND CONTRIBUTION SUBTOTAL																						
Personnel: Shared Expenses - Staff Services																						
Customer Svc Spec (add FTE)																						
Salaries	26299					4,299	266		13,898	6,049		314		150								
Fringe	13149					2,149	194		7,998	3,074		67		75								
<b>SUBTOTAL</b>						<b>6,448</b>	<b>402</b>		<b>23,098</b>	<b>9,073</b>		<b>201</b>		<b>225</b>								
In-kind Contributions:																						
Other: _____ (add FTE)																						
Scholarships																						
Fringe																						
Additional Costs: Shared Other Expenses																						
Other																						
<b>IN-KIND CONTRIBUTION SUBTOTAL</b>																						
Total Paid by Partner						28,422			174,248	44,701												
Partner's share of total costs						\$ 296,824			\$ 47,584	3,028		\$ 174,248		\$ 85,896	2,000	\$ 1,483		2,442	1,128		\$ 250,941	
																						\$ 296,824
Total Due to/from Partner						19,113	3,028		22,183	2,000		1,483		1,647								49,459

1. MID Labor has opted to absorb the costs of modules in MWE for local areas utilizing Governor's Statewide Set Aside funds. This will be a year by year decision depending of funding moving forward. The following partners are not in the Howard County Area:  
- Reintegration of Ex-Offenders Program  
- Housing and Urban Development (HUD) Program - Employment and Training programs  
- Youth Build (WIOA Title I)  
- Indian and Native American Programs (WIOA Title I)  
- Job Corps (WIOA Title I)



# Signed Signature Sheets

Howard County Partner MOU 7-1-21 – 6-30-23

Witness Signed by:

Lonnie Robbins

A970059E866243A...

Signature

**Howard County Government**

**By: Calvin B. Ball**

calvin Ball

Printed Name

DocuSigned by:

Calvin Ball

74320B674DEE4DF...

Signature

Howard County Executive

Title

3/21/2022

Date

Witness:

*Bryan T. Moore*

Signature

**Department of Labor,  
Unemployment Insurance**

**By: Dayne Freeman**

**Assistant Secretary**

**Dayne M. Freeman**

Printed Name

*Dayne M. Freeman*

Signature

Assistant Secretary, Maryland Department of Labor

Title

8/10/2021

Date

This agreement has been reviewed for legal sufficiency by:

*Sophie Asike*

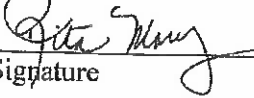
Assistant Attorney General  
for UI, Sophie Asike, Esq.

8/10/2021

Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:


  
Signature

**Senior Community Employment Services  
(SCSEP)**

**By: Christine Garland**

Christine R. Garland

Printed Name



Signature

Vice President of Workforce Development  
Title

7-23-2021

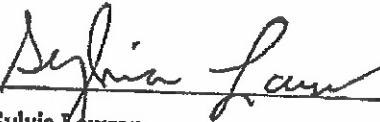
Date

Howard County Partner MOU 7-1-21 – 6-30-23



Scott Dennis  
Assistant State Superintendent  
Division of Rehabilitation Services

10/20/21  
Date:



Sylvia Lawson  
Deputy State Superintendent  
Maryland State Department of Education

11/20/2021  
Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



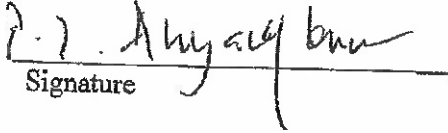
8/28/2021

\_\_\_\_\_  
Elliott L. Schoen  
Assistant Attorney General, Maryland Office of the Attorney General

Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

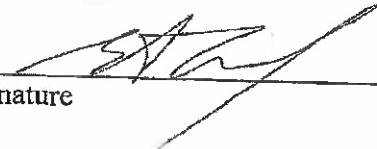
  
Signature

**Howard County Department of Social Services**

By: **Stephen Liggett-Creel**

Stephen Liggett-Creel

Printed Name

  
Signature

Director

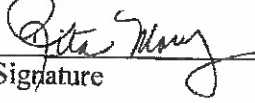
Title

07/20/2021

Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness:

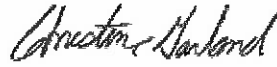
  
Signature

Senior Community Employment Services  
(SCSEP)

By: Christine Garland

Christine R. Garland

Printed Name



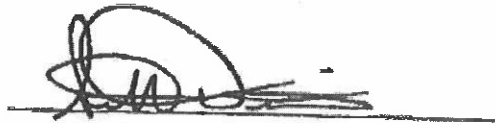
Signature

Vice President of Workforce Development  
Title

7-23-2021

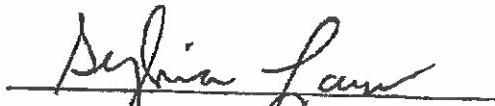
Date

Howard County Partner MOU 7-1-21 ~ 6-30-23



Scott Dennis  
Assistant State Superintendent  
Division of Rehabilitation Services

10/24/21  
Date:



Sylvia Lawson  
Deputy State Superintendent  
Maryland State Department of Education

11/20/2021  
Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



8/28/2021

Elliott L. Schoen

Date

Assistant Attorney General, Maryland Office of the Attorney General



Howard County Partner MOU 7-1-21 – 6-30-23

Witness: Deane Turner  
[Signature]  
Signature

Community Action Council of Howard County,  
MD Inc.

By: **Bitia Dayhoff**

Bitia Dayhoff  
Printed Name

[Signature]  
Signature

President  
Title

July 12, 2021  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

Witness: 7/16/21  
Kathleen Klebba  
Signature

Howard County Library System representing  
Adult Education & Family Literacy Act Program  
By: Yu-Ching (Emma) Ostendorp

Yu-Ching (Emma) Ostendorp  
Printed Name

[Signature]  
Signature

Adult Basic Education Manager  
Title

7-16-21  
Date

Howard County Partner MOU 7-1-21 – 6-30-23

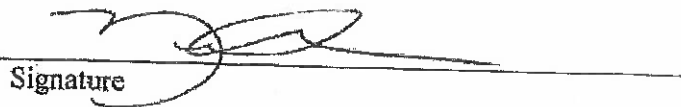
Witness:

  
Signature

Howard Community College representing Adult  
Education & Family Literacy Act Program and  
Carl D. Perkins  
By: Minah Woo

*Minah Woo*


Printed Name

  
Signature

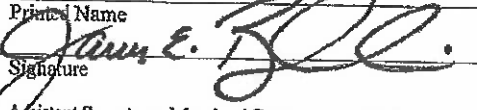
Associate Vice President, Cont. Education and  
Workforce Development  
Title

*7/14/2021*  
Date

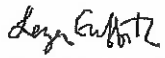
Howard County Partner MOU 7-1-21 -- 6-30-23

Witness:  
  
Signature

Department of Labor-WIOA Title II Adult  
Education and Family Literacy Act Program,  
DWDAL representing Wagner-Peyser, Trade  
Adjustment Assistance Act, Jobs for Veterans  
State Grant, Migrant and Seasonal Farm Workers  
By: James E. Rzepkowski

Printed Name  
  
Signature  
Assistant Secretary, Maryland Department of Labor,  
Division of Workforce Development and Adult Learning  
Title  
6/28/21  
Date

This agreement has been reviewed for legal sufficiency by:

  
Assistant Attorney General  
Maryland Dept. Labor

6/28/2021  
Date

Howard County Partner MOU 7-1-21 -- 6-30-23

Witness:

**Howard County Workforce Development Board**

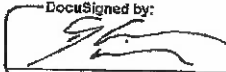
\_\_\_\_\_  
Signature

**By: Dwight Carr**

Dwight carr

\_\_\_\_\_  
Printed Name

DocuSigned by:



BB0C7DF032DE4CC...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Title

1/5/2022

\_\_\_\_\_  
Date