#### MEMORANDUM OF UNDERSTANDING (MOU)

#### between the

GOVERNOR'S WORKFORCE BOARD OF RHODE ISLAND
(acting as Local Board for the Greater Rhode Island region pursuant to waiver authority
granted by the US Secretary of Labor)

and

#### Workforce Innovation and Opportunity Act (WIOA) Partners

#### 1. PREAMBLE

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the Local Workforce Development Board (WDB) and American Job Center (AJC) partners to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to create the framework for providing services to employers, employees, job seekers and others needing workforce services.

Pursuant to authority granted through waiver by the US Secretary of Labor, the State Workforce Development Board (The Governor's Workforce Board, hereafter referred to as the GWB) serves as the Local Workforce Development Board for the Greater Rhode Island Workforce Development Area and is responsible for workforce services conducted in 37 of the 39 cities and towns in the State of Rhode Island. The GWB competitively procures service providers to function as the operators of the AJC system. This MOU represents an agreement between the GWB and all WIOA required partners.

Rhode Island's One-Stop delivery system via the AJCs develops partnerships and provides services to achieve the four main policy goals as established by the State WIOA Plan:

- Implement a demand-driven, sector-based strategy to meet employer demand and establish a pipeline of skilled workers for future demand
- Advance a career pathway strategy to provide employment, education, training and support services for individuals, particularly those with barriers to employment, that will ensure an opportunity to develop their education and skills to prepare them for a job at various points in their life.
- Align policy and leverage existing government structures and resources so that government is "networked" and coordinated to achieve efficiencies and effectiveness throughout the workforce system.
- Use data to inform policy-making decisions, guide investments and evaluate performance to measure return on investments

#### 2. VISION AND MISSION STATEMENT:

Mission: To work together to provide seamless and integrated employment, educational and human services for all Rhode Islanders.

Vision Statement: Every customer is provided seamless and effective access to workforce development and education resources in the community.

#### 3. PARTIES TO THE MOU / REQUIRED WIOA PARTNERS

The following table identifies the required programs of the One-Stop system and the partner agencies administering those programs.

NAME OF PARTNER	PARTNER PROGRAMS
Rhode Island Department	WIOA Adult Programs under WIOA Title I
of Labor and Training	• WIOA Dislocated Worker Programs under WIOA Title I
	WIOA Youth Programs under WIOA Title I
	Programs Authorized Section 212 of the Second Chance Act of 2007
	Employment Services under the Wagner-Peyser Act
	Migrant and Seasonal Farmworker Programs under WIOA     Title I
	• Programs under Title V of the Older Americans Act of 1965
	<ul> <li>Programs Authorized under Chapter 41 of Title 38, U.S.C.</li> <li>Veterans Employment Representatives and Disabled</li> <li>Veterans' Outreach Programs</li> </ul>
	Activities Authorized under Chapter 2 of Title II of the Trade Act of 1974
	Reemployment Services and Eligibility Assessments (RESEA) (additional partner)
	Programs under State Unemployment Compensation Laws
Rhode Island Department of Education	Adult Education and Literacy Programs under Title II of WIOA
	<ul> <li>Postsecondary Vocational Education Activities under the Carl D. Perkins Vocational and Applied Technology Education Act</li> </ul>
Rhode Island Office of Rehabilitation Services	<ul> <li>Programs Authorized under Parts A and B of Title I of the Rehabilitation Act of 1973 WIOA Title IV</li> </ul>
Exeter Job Corps Academy	Job Corps Programs Authorized under WIOA Title I
Rhode Island Indian Council	Native American Programs Authorized under WIOA Title I

Cumberland Housing Authority	Employment and Training Activities Carried Out by the Department of Housing and Urban Development
Rhode Island Department of Human Services	TANF Programs Authorized under Part A of Title IV of the Social Security Act
Comprehensive Community Action Program Tri-County Community	Community Service Block Grant Programs
Action Agency	

#### 4. PURPOSE OF THE AJC - 'NetworkRI Offices'

The purpose of the one-stop delivery system is to bring together workforce development, education and other human resource services in a seamless, customer-focused network of providers, thereby enhancing customer access. The goal is to improve long-term employment outcomes for individuals receiving assistance while meeting the needs of area employers and industries. One-stop partners administer separately funded programs as a set of integrated streamlined services to customers. The common one-stop delivery system is identified and structured through the America's Job Centers, known in Rhode Island as the NetworkRI Offices.

The GWB manages three NetworkRI offices throughout the Greater Rhode Island workforce development area –

- One (1) comprehensive AJC located at 1330 Main Street, West Warwick, RI.
- Two (2) satellite AJC offices located at 219 Pond Street, Woonsocket, RI and 4808
   Tower Hill Road, Wakefield, RI.

While the one-stop system may provide services at these brick and mortar locations, it may also be connected through other methods of access and referrals. GWB competitively procures, contracts with and manages service providers who function as the operators of the NetworkRI offices

#### 5. OVERVIEW OF PARTNER RESPONSIBILITIES

The One-Stop AJC partners of this MOU agree to participate in joint planning, plan development, and modification of activities. WIOA Section 121(b)(1)(A) identifies the following roles and responsibilities of each One-Stop AJC partner.

- Provide access through the AJC service delivery system to such program or activities carried out by the entity, as consistent with partner regulations, including making the career services that are applicable to the program or activities available at the AJC (in addition to any other appropriate locations);
- Use a portion of the funds available for the program and activities to maintain the delivery system, including payment toward the infrastructure costs of the AJC.
- Enter into a local memorandum of understanding with the local board, relating to the operation of the AJC system; and
- Participate in the operation of the One-Stop system consistent with the terms of the MOU.
- Define "shared" customers (both job seeker and employers) between Partners to create a clear understanding of how multiple providers, services and resources should support youth, job seekers, and businesses.
- Participate in the redesign the One-Stop Career Center customer flow and service practices across partner agencies, including ensuring the accessibility and availability of services to "shared" customers.
- Utilize robust technology tools to scale-up practices and provide more significant supports for individuals with barriers to employment, including basic skills assessment, remediation, and career development tools
- Adopt a common mutually-agreed upon assessment of basic literacy and numeracy to be utilized across all partners.

Additionally, each partner will ensure:

- Staff is cross-trained as a result of their participation in capacity building and staff development activities.
- Continuous partnership building; requiring inclusiveness of all partners.
- Continuous planning in response to state and federal requirements.
- Responsiveness to local and economic conditions, including employer needs.
- Information is shared on any special grant and/or pilot projects

An overview of the programs, activities and services that will be made available through the One-Stops for each partner program is listed in Appendix A: Matrix of MOU AJC Partner Programs and Services.

#### 6. TERMS AND CONDITIONS

#### (1) DURATION OF THE MOU

This MOU shall be binding upon each party hereto upon execution by such party and go into effect October 1, 2020 and remain in effect until December 31, 2022 or until modified.

On an annual basis, this MOU will be reviewed by all parties to determine effectiveness in meeting objectives and the need for any adjustments or revisions.

#### (2) CONVENING OF PARTIES

The GWB has designated convening authority to the Executive Director to work with AJC partners to achieve consensus and informally mediate disagreements. This authority includes responsibility for ensuring that all parties have had an opportunity to fully participate in the development of the MOU from start to finish.

#### (3) SYSTEM OVERVIEW

This MOU defines partner roles and responsibilities and serves as the basis for creating efficiency in the Greater Rhode Island Workforce Development Area. Shared resources, referral agreements, and other roles and responsibilities will create an AJC system in line with the vision and mission as well as support the State and Local WIOA Plan This MOU ensures that all partners clearly understand the roles and responsibilities of each partner within the workforce system.

#### (4) PERFORMANCE REQUIREMENTS and DATA SHARING

To ensure the AJC system operates effectively, parties to this MOU must provide performance information that supports the achievement of performance goals, consistent with the requirement of law and as outlined in the State WIOA Plan.

Partners agree that the use of high-quality, integrated data is essential to informed decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs individual service throughout customers' interaction with the integrated system and allows information collected from individual ---- at intake to be captured once. Partners further agree that the collection, use, and disclosure of individual's personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all the requirements. All data, including customer PII, collected, used, and disclosed by partners will be subject to the following:

• Customer PII will be properly secured in accordance with state policies and procedures regarding the safeguarding of PII; (In compliance with partner policy and DLT Data Sharing agreement).

- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under the Family Educational Rights and Privacy Act (FERPA) shall comply with FERPA and applicable State privacy laws;
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CRF part 603 and Chapters 42-44 of Title 28 of the R.I. General Laws;
- Individual customer data may be shared with other programs, for those programs' purposes, within the AJC network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and,
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C, paragraph 794 (d).

All WPGRI AJC and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in Vocational Rehabilitation Program records.

Additional Performance and Data Sharing requirements of the Rhode Island Office of Rehabilitation Services for programs Authorized under Parts A and B of Title I of the Rehabilitation Act of 1973 WIOA Title IV are outlined in Appendix C: RI Office of Rehabilitation Services: Vocational Rehabilitation Records Protection.

#### (5) SERVICES OFFERED THROUGH THE NETWORKRI OFFICES

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, consistent with each agency regulations & procedures, carried out by the entity through the NetworkRI delivery system. These services are detailed in Appendix A: Matrix of MOU AJC Partner Programs and Services.

#### The partners commit to:

- (1) Ensure that the needs of youth and adults 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 NetworkRI system;
- (2) Provide access through the NetworkRI 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 basing contributions on proportionate share of use and/or access, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles; and,
- (4) Participate in the NetworkRI system consistent with the terms of this MOU, the requirements of WIOA and the partner agency, and the requirements of the Federal, State, and local laws regulations, rules, polices, 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.

#### Additionally, partners:

- (1) Acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of disability under Section 174 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Right Act of 1964.
- (2) 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 (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) 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) Will ensure participation in programs and activities 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.

#### (6) PARTICIPATION EXPECTATIONS

The Greater Rhode Island area has one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. Job seekers and employers have access to the programs, services, and activities of all the required AJC partners.

For a service to be deemed "accessible," a partner must provide access to that service through at least one of the following methods:

- Co-location of staff: Program staff from the partner are physically present at the AJC
- Cross information sharing/Customer Referral: AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
- Direct access through real-time technology: Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
  - o Identification of a single point of contact for service delivery at the partner's program.
  - o Email or instant messaging.
  - o Facilitating phone (individual and conference) calls between partner agency staff and clients.
  - o Live chat via Skype or FaceTime, among other services
  - o Live conferencing via Zoom or WebEx, among other services
  - Other virtual/web tools and technology that may become available which meet the purpose and intent of this section

#### (7) REFERRAL ARRANGEMENTS

The primary principle of the referral system is to provide integrated and seamless delivery of services to both job seekers and employers. The referral process includes a commitment for all parties of the MOU to implement processes for the referral of customers to services that are not provided on-site at the AJCs.

- 1. The partners agree to familiarize themselves with the requirements for participation in each of the required partners programs.
- 2. Ensure that intake and referral processes are customer-centered and provided by trained staff.
- 3. To the extent possible, the partners agree to develop materials summarizing their program requirements and to make this accessible to all partners in the comprehensive One-Stop AJC in alternative formats and languages.
- 4. To the extent possible, the partners agree to develop and utilize common intake forms.
- 5. The partners agree to refer potentially clients eligible for each other's services to one another for those services.
- 6. The partners agree to evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- 7. The partners agree to provide technical assistance to each other in determining how best to respond to the diverse employment and support needs of individuals and businesses participating in AJC services.
- 8. The partners agree to provide meaningful assistance and contribution to the development of a statewide electronic client referral system

(8) ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT

Consistent with the requirements of their respective programs, all partners agree to prioritize services as outlined under WIOA for adult and dislocated workers and for individuals with barriers to employment. Under WIOA, the term 'individual with a barrier to employment means a member of 1 or more of the following populations:

- Displaced homemakers;
- Low-income individuals;
- Indians, Alaska Natives, and Native Hawaiians;
- Individuals with disabilities;
- Older individuals (age 55 or older);
- Ex-offenders:
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)));
- Youth who are in or have aged out of the foster care system;
- Individuals who are English learners, have low literacy levels, or face substantial cultural
- barriers;
- Eligible Migrant Seasonal Farm Workers as defined in WIOA Sec. 167(i);
- Individuals within two years of exhausting lifetime eligibility under TANF;
- Single parents (including pregnant women);
- Long-term unemployed individuals; and
- Members of other groups identified by the Governor (WIOA, Sec. 3(24)).

Partners commit to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

#### (9) INFRASTRUCTURE FUNDING AGREEMENTS

The Infrastructure Funding Agreements (IFA) identified in Appendix D: AJC One-Stop Cost per Seat Summary establishes the terms and conditions of how the costs of the services and the operating costs of the Greater Rhode Island AJCs will be funded, including funding of infrastructure costs of the center, 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 IFA, identified in Appendix D: AJC One-Stop Cost per Seat Summary is made part of this MOU and contains a cost allocation methodology in which 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 these agreements as well as any in-kind contributions.

#### (10) 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.

The parties further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Should there be no resolution, the parties agree to abide by the process described in Appendix E: Disputes Resolution Process.

#### (11) CONFIDENTIALITY

All parties to the MOU expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR, Part 60, 45 CFR Section 205.50, 20 U.S.C. 1232 (g) and 34 CFR, part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. 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 and enter into data sharing agreements, as appropriate or required, to protect the confidentiality and security of shared data and to comply with governing law.

The parties will ensure that the collection and use of any information, systems, or records that contain PII will be limited to purposes that support the programs and activities described in this MOU.

Each party will ensure that access to software systems and files under its control that contain PII will be limited to authorized staff members who are assigned responsibilities in support of the services and activities describe herein. Each party expressly agrees to take measures to ensure that no PII is accessible by unauthorized individuals.

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 executed by the appropriate parties, compliant with all of the requirements in 20 C.F.R. Part 603, including but not limited to requirements for payments of costs and permissible disclosures.

To ensure that PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, flash drives, etc. must be encrypted using an encryption service which meets Federal Information Processing Standards.

#### (12) MODIFICATION

The MOU will be reviewed annually, but the GWB also recognizes that at times, the MOU may require modification. The parties agree to abide by the process for modification, as specified in **Appendix F:** Modification Process.

#### (13) TERMINATION

The parties understand that implementation of the One-Stop AJC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being attempted.

This MOU remains in effect until the end date specified unless:

- All parties mutually agree to terminate the MOU;
- Federal oversight agencies charged with the administration of WIOA fail to appropriate funds or if funds are not otherwise made available for continued performance;
- WIOA is repealed or superseded by subsequent Federal law; or,
- Local area designation is changed under WIOA.

Any party unable to perform pursuant to the WIOA MOU agreement due to lack of funding must notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of the agreement.

In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties in writing, thirty (30) days in advance of that intention.

#### (14) NON-ASSIGNMENT

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.

#### (15) 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.

#### (16) 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.

#### (17) ASSURANCES OF NON-DISCRIMINATION & EQUAL OPPORTUNITY

All 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, the Nontraditional Employment for Women Act of 1991, title VI of the Civil Rights of 1964 as amended; Section 505 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 CRF part 37 and 38.

In accordance with WIOA Final Rules, the decision as to which entity will be responsible for ensuring accessibility at the AJC is ultimately the Workforce Board's to make.

The AJC partners commit to promoting capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

#### (18) DRUG & ALCOHOL-FREE WORKPLACE

The parties certify they will comply with the state's guidance concerning drug and alcohol free workplaces and the Drug-Free Workplace Act of 1988 which requires 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.

#### (19) CERTIFICATION REGARDING LOBBYING

All parties must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and 29 CFR Part 93. The parties must not lobby federal entities using federal funds and must disclose lobbying activities as required by law.

#### (20) DEBARMENT & SUSPENSION

All parties must comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 20 CFR Part 98.

#### (21) BUY AMERICAN PROVISION

Each party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act certifies that it will comply with Sections 8301 through 8303 of Title 41 of the USC commonly known as the "Buy American Act" and as referenced in WIOA Section 502.

**APPENDICES:** 

Appendix A: Matrix of MOU AJC Partner Programs and Services

Appendix B: WIOA MOU Partner Contacts

Appendix C: RI Office of Rehabilitation Services: Vocational

Rehabilitation Records Protection

Appendix D: AJC One-Stop Budget

Appendix E: Disputes Resolution Process
Appendix F: MOU Modification Process

**ADDENDUMS:** 

Addendum A: RI Department of Labor and Training, Division of

Workforce Development Services

Addendum B: RI Department of Labor and Training, Unemployment

Compensation

Addendum C: RI Office of Rehabilitative Services

Addendum D: RI Department of Education: Adult Education and Literacy

Programs Under Title II of WIOA

Addendum E: RI Department of Education: Postsecondary Vocational

Education Activities under Carl D. Perkins Vocational and

Applied Technology Education Act

Addendum F: YouthBuild Preparatory Academy

Addendum G: Cumberland Housing Authority

Addendum H: Comprehensive Community Action Program, Inc.

Addendum I: RI Department of Human Services: TANF Programs

# MATRIX OF MOU AJC PARTNER PROGRAMS AND SERVICES APPENDIX A:

The following matrix identifies the programs and services that will be provided by the WPGRI AJC partners.

The following identifying letters distinguish whether the program/service will be provided through (L) Co-Location of staff

(T) Through direct access via Technology

(R) Cross information sharing/Customer Referral Area

AJC PARTNER FROGRAM	MOUPARTNER	Outreach, intake and orientation to the information and other services available through the one-stop delivery system.	2 * Tritial assessment of skill levels, including literacy, and English language professionsy, and English language professionsy, appliedes.	Labor exchange services, including job search and placement assistance and career counseling	4 Information on it-deniand industry sectors and occupations	market information job skills necessary to n local occupations in nts and opportunities for	advancement for such occupation  6 - Appropriate recruitment and other business services on
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AJCPARTNER PROGRAM	MOU PARTNER	Referrals to and coordination of activities with programs and services within the one-stop delivery system, and in appropriate cases, other workforce development programs	<ul> <li>Performance information and program cost information on eligible provides of training services, eligible provides of youth workforce investment activities, provides of shall televation provides of career and technical education activities at the postsoondary level, career and technical education activities evailable to school dropous under the Cail D. Perkins Career and Technical Education Act, and providers of vocational rehabilitation services.</li> </ul>	• Information relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance, benefits under the SNAP program, assistance through the earned income tax credit under the IRS code, assistance under the TANF program and other supportive services and transportation programs	<ul> <li>Assistance in establishing eligibility for programs of financial and assistance for training and education programs not provided under WIOA</li> </ul>	<ul> <li>Information and assistance regarding filing claims for unemployment compensation</li> </ul>
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AJC PARTNER PROGRAM	MOU PAKINER	58 • Interstate wage records information	59   Access to unemployment insurance register	60 s Staff professional development workshops on prior lear assessment	61 • Provision of brochures and workshop materials for one- center	62 s Prior Jearning workshop for America's Promise one-stop participants	63 • Resource sharing of funds earma training activities
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# APPENDIX B: WIOA MOU Partner Contacts

WIOA Adult WIOA Adult WIOA Dislocated Worker WIOA Youth 2 <sup>nd</sup> Chance Act of 2007 Wagner-Peyser Migrant and Seasonal Farmworker Prog. Older Americans Act of 1965 Veterans Trade Act of 1974 Ticket to Work Reemployment Services and Eligibility Assessments (RESEA)	Agency RI Department of Labor and Training Workforce Development Services	Scott R. Jensen	Director, Rhode Island Department of Labor and Training	Sarah. Blusiewicz@dlt.ri.gov	401-462-8712
Unemployment Insurance	RI Department of Labor and Training, Unemployment Compensation	Scott R. Jensen	Director, Rhode Island Department of Labor and Training	Scott.Jensen@dlt.ri.gov	
Adult Education and Literacy Programs	RI Department of Education	Mary Ann Snider	Deputy Commissioner		
Post-Secondary Vocational Education Activities under Carl D. Perkins Vocational Ed Act	RI Department of Education	Mary Ann Snider	Deputy Commissioner		
Rehabilitation Act of 1973	RI Office of Rehabilitative Services	Courtney Hawkins	Director, Department of Human Services		
Job Corps	Exeter Job Corps Academy	Adam White	Executive Director	white adam@iobcorps.org;	
Department, of Housing and Urban Development	Cumberland Housing Authority	Diedre Quintal	Family Self Sufficiency Coordinator	dtreff@cumberlandha.org	401-475-5281
TANF Programs	RI Department of Human Services	Courtney Hawkins	Director, Department of Human Services		
Community Services Block Grant Programs	Comprehensive Community Action Program	Joanne McGunagle	President and Chief Executive Officer	jmcgunagle@comcap.org	401-467-9610
Community Service Block Grant Program	Tri-County Community Action Agency	Joseph R. DeSantis	President & Chief Executive Officer	idesantis@tricountyri.org	401-519-1967

### Appendix C: RI Office of Rehabilitation Services: Vocational Rehabilitation Records Protection

Vocational rehabilitation records must be protected in accordance with the requirements set forth in 34 CRF 361.38 "Per the Health Insurance Portability Act (HIPAA) of 1996, and 34 CFR 361.38, the Office of Rehabilitation Services will safeguard the confidentiality of all personal information given or made available to the state agency, its representatives, or its employees in the course of the administration of the Vocation Rehabilitation Program, including lists of names, addresses and case records, as permitted by law.

The use of such information will be limited to purposes directly connected with the administration and evaluation of the Vocational Rehabilitation Program and may not be disclosed directly or indirectly, other than in the administration thereof, unless the written consent of the individual to such releases has been obtained:

- 1. Specific safeguards are in place to protect current and stored personal information.
- 2. Applicants are advised of the need to, and reasons for, collecting and maintaining personal information.
- 3. All applicants and eligible individuals, and as appropriate, those individuals' representatives, service providers, cooperating agencies, and interested persons are informed through appropriate modes of communication of the confidentiality of personal information and the conditions for accessing and releasing this information.

#### Appendix D: AJC ONE-STOP BUDGET

Fixed Expenses:	FYE 6/30/2021	FYE 6/30/2022	FYE 6/30/2023
One Stop Operator (alloc to 13 One Stop days)	175,000	175,000	175,000
Internet Services	4,600	4,692	4,786
	7,500	7,650	7,803
Telecommunications	60,000	61,200	62,424
Security	147,000	149,940	152,939
Facilities Management	45,696	47,900	50,200
Division of Information Tech	18,650		
Variable Expenses:	26,300	26,826	27,363
Computer/Stockroom Supplies	2,010	2,050	2,091
Maint/Repairs - Equipment	110	112	114
Water	600	612	624
Interpreters	468,816	475,982	483,344
Total Expenses:	408,010	473,302	400,011
Infrastructure Investments/Purchases			
ResCare (TANF, Department of Human Services)	5,883	5,883	5,883
Perkins CTE (Department of Education)	5,000	5,000	5,000
Exeter Job Corps	5,000	5,000	5,000
Remaining Allocable Cost	452,933	460,099	467,461
Square Footage	25,065	25,065	25,065
Seats	34	34	34
Department of Labor and Training	29	29	29
ResCare (TANF, Department of Human Services)	2	2	2
Office of Rehabilitative Services	2	2	2
RIFLI (AE, Department of Education)	111	1	1
Cost per Seat	\$13,321.56	\$13,532.32	\$13,748.85

All parties to this MOU recognize that infrastructure costs are applicable to all required partners whether physically located in the AJC or not. Each partners' contribution may vary based on proportionate use and relative benefit received, consistent with authorizing law and regulations and the Uniform Guidance.

The budget for the Greater Rhode Island AJC's covers the period January 1, 2020 to June 30, 2023. This budget is a projection based on historical data and will be reconciled based on actual expenses and modified as necessary.

Infrastructure payments will be based on quarterly invoices in January, April, July and October.

#### APPENDIX E: DISPUTES RESOLUTION PROCESS

The Governor's Workforce Board is issuing this policy to provide guidance and standards for resolving issues regarding partner disputes in the delivery of services or the operations of the Greater Rhode Island AJC and in the execution of the MOU and/or modifications to the MOU.

#### DISPUTES REGARDING FAILURE TO SIGN

WIOA emphasizes full and effective partnerships between the WDB and local partners. When the WDB and partners have entered into good faith negotiations and have reached an impasse, the following steps shall be taken in the following order:

- 1. When attempts by the WDB designee to resolve a dispute that results in one or more partners' failure to sign the MOU, the WDB or its designee will notify the state WIOA liaison (the Director of the Department of Labor and Training) of the impasse. In that notification, the WDB or its designee will document the steps taken to resolve the dispute with the partner (s). Notification of the impasse will also be sent to all partners.
- 2. The State WIOA liaison will then take steps to resolve the dispute.
- 3. Should the State WIOA liaison fail to resolve the impasse, the dispute is sent to the partner (s) parent Federal authority for resolution.

#### DISPUTES REGARDING RESPONSIBILITIES UNDER THE PROVISIONS OF THE MOU

- 1. The One-Stop Operator will attempt to resolve all disputes between it and the partners or between the partners themselves.
- 2. If an impasse continues, a written appeal will be sent to the GWB for resolution.
- 3. If the impasse continues, the dispute will be sent to the GWB Executive Committee for resolution.
- 4. If the impasse continues, the dispute will be sent to the full GWB for resolution.

#### FOR STATE AGENCIES:

For State Agencies only: 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 that the Departments in this MOU are the single State agencies for their respective programs. As a result, any final decisions on a disputed issue(s) impacting the Departments' programs or funding of those programs may not be delegated outside of the Departments. Therefore, any disputed issue(s) arising from this MOU that cannot initially be settled between or among the parties, must be settled between or among the affected parties' Department/Agency Directors or Chief Executives.

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WIOA - One Stop Partners MOU - Oct 2020

#### APPENDIX F: MOU MODIFICATION PROCESS

This MOU may be amended upon mutual agreement of the partners that is consistent with federal, state, or local laws, regulations, rules, plans or policies or for one or more of the following reasons:

- 1. The addition or removal of a WIOA partner from this MOU.
- 2. Removal or addition of program responsibilities for any WIOA partner.
- 3. A change in the One-Stop Operator or a change in the physical location of the comprehensive One-Stop center.
- 4. A change in the services, service delivery methods, currently utilized referral methods, or methods to allocate costs.
- 5. The need to renegotiate a partner's proportionate share of costs based on changes in the method of service delivery or program or funding changes that affect a partner's continued ability to meet its shared cost obligations.

All amendments will be made on the format contained in this Appendix and will involve the following process:

- 1. The WIOA Partners seeking an amendment will submit a written request to the WDB that includes:
  - The requesting partner's name.
  - The reason(s) for the amendment request.
  - The specific item (s) in the MOU that will require revision.
  - The desired date for the amendment to be effective.
  - The signature of the requesting partner's authorized representative.

If the request is approved, the WDB will notify the remaining partners of the intent to amend and will provide each remaining partner thirty (30) days from the date of the notice (unless another time frame is specified in the notice) to review the anticipated changes and to submit a response to the WDB. Failure by a partner to respond within the prescribed timeframe will be deemed that partner's approval of the proposed changes.

In the event that a remaining partner has questions and/or concerns regarding the proposed amendment, the partner must list its questions and/or concerns in writing and submit the list to WDB within the specified timeframe.

The WDB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If the WDB deems it necessary, the listed questions/concerns will be sent to all other partners and/or a meeting with all partners will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.

The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to the WDB for the final signatures.

The WDB will distribute copies of the fully executed amendment to all AJC partners.

All partners agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.

The format to be used in this modification process follows:

## GOVERNOR'S WORKFORCE BOARD MEMORANDUM OF UNDERSTANDING (MOU)

#### **MODIFICATION**

Modification No:		Effective Date:	
Board for the Greater R	hode Island region p	e Governor's Workforce Boursuant to waiver authority g partner of the American J	granted by the US
AJC PARTNER:			
The purpose of t	his modification is:		
		* **	
		310	* * *
The attached pages to the MOU:	is modification, here	by replace their correspond	ling pages in the WDB
This modificatio	n is agreed to and app	proved by:	
Governor's W	orkforce Board	Name	of Partner
		1000	
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date

# ADDENDUM A: RHODE ISLAND DEPARTMENT OF EDUCATION: ADULT EDUCATION AND LITERACY PROGRAMS UNDER TITLE II OF WIOA

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN GOVERNOR'S WORKFORCE BOARD AND RHODE ISLAND DEPARTMENT OF EDUCATION

This addendum will serve to articulate specific Rhode Island Department of Education (RIDE) provision of services, in addition to those noted in this Memorandum of Understanding (MOU), for the Greater Rhode Island Local Workforce Development Area. RIDE agrees to provide the following services.

#### **STAFFING**

RIDE will purchase one "seat" at the West Warwick American Job Center (AJC).

#### CAREER SERVICES

On-Site, RIDE adult education providers will:

1. Provide comprehensive and specialized educational assessments of skill levels

2. Provide referrals to and coordination of activities with programs and services within the AJC delivery system

3. Provide Adult literacy classes, ESL Classes, Pre-GED Classes, GED Classes, Computer literacy classes

4. Assist in greeting customers and directing them to appropriate services.

#### Off-Site, RIDE adult education providers will:

- 1. Provide adult education and literacy instruction including English language acquisition and integrated education and training programs, provided concurrently or in combination with other training services
- 2. Provide career planning and case management, work preparation services, and financial literacy services
- 3. Provide short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills and professional conduct services to prepare individuals for unsubsidized employment or training
- 4. Provide workplace literacy (at the work sites)

#### WORKSHOPS

GWB will collaborate with partner staff to identify employment related workshop/seminar topics which would assist our customers with their employment and training needs and workshops that will assist AJC staff become more familiar with RIDE adult education services.

MODIFICATION REVIEW
The term of this addendum coincides with the MOU. This addendum may be reviewed on a yearly basis.

#### **ADDENDUM B:**

# RHODE ISLAND DEPARTMENT OF EDUCATION POSTSECONDARY VOCATIONAL EDUCATION ACTIVITIES UNDER CARL D. PERKINS VOCATIONAL AND APPLIED TECHNOLGY EDUCATION ACT

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN GOVERNOR'S WORKFORCE BOARD AND

### RHODE ISLAND DEPARTMENT OF EDUCATION – POSTSECONDARY VOCATIONAL EDUCATION ACTIVITIES

This addendum will serve to articulate specific Rhode Island Department of Education Postsecondary Vocational Education Activities (RIDE Voc Ed Perkins) provision of services, in addition to those noted in this Memorandum of Understanding (MOU), for the Greater Rhode Island Local Workforce Development Area.

RIDE Voc Ed Perkins agrees to provide the following services

#### **CAREER SERVICES**

- 1. The RI Educational Opportunity Center (EOC) at the Community College of Rhode Island (CCRI) takes referrals from the One-Stop American Job Centers (AJC). Referrals eligible to receive EOC services can get advice on financial aid, assistance with FAFSA financial aid applications and college admissions applications, help finding appropriate scholarships, and assistance by EOC counselors advocating on behalf of students with admissions and financial aid offices.
- 2. EOC counselors at CCRI serve eligible referrals from the One-Stop AJC by assisting students with career and interest surveys and assessments.
- 3. EOC counselors at CCRI serve eligible referrals from the One-Stop AJC by providing financial literacy services, including assistance with negotiations on defaulted student loans.

#### TRAINING SERVICES

- 1. CCRI will continue to offer programs on the WIOA Eligible Training Provider List (ETPL).
- 2. The Community College of Rhode Island (CCRI) Center for Workforce and Community Education (CWCE) will waive tuition and fees for one student from the service delivery area referred by a One-Stop AJC each fiscal year (July 1-June 30) for the Certified Nursing Assistant (CNA) training program and the CNA pretest required for admission.

#### **WORKSHOPS**

As noted in this MOU, CCRI staff, on behalf of RIDE Voc Ed Perkins, will provide the following professional development workshops to One-Stop AJC staff, at a minimum of once per year for each workshop noted:

• Understanding Prior Learning Assessment: Accelerating Post-Secondary Credential Attainment

WPGRI will collaborate with partner staff to identify other employment related workshop/ seminar topics which would assist our staff or customers with their employment and training needs.

#### OTHER PARTNER SERVICES

1. CCRI will make available printed program materials to inform customers about training opportunities at the college.

Access to space to display the materials in the comprehensive and affiliate American Job Center (AJC) office must be requested and coordinated through the AJC Operator staff.

#### **MODIFICATION REVIEW**

The term of this addendum coincides with the MOU. This addendum may be reviewed on a yearly basis.

#### MEMORANDUM OF UNDERSTANDING (MOU)

#### **SIGNATURES**

IN WITNESS THEREOF, 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 multiple identical counterparts, all of which shall constitute one agreement.

This MOU is considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g., pdf, or tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

#### AND

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING, DIVISION OF WORKFORCE DEVELOPMENT SERVICES AND RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING, UNEMPLOYMENT INSURANCE

#### SIGNATURE PAGE

Partner:	THE THE STATE OF T
Rhode Island Department of Labor and Training:	
Division of Workforce Development Services and	Unemployment Insurance
Rhode Island Department of Labor and Training:	Unemployment insurance
A	10/29/2C
Scott R. Jensen, Director	Date
Governor's Workforce Board of Rhode Island	
	2/25/21
Michael Grey, Champerson	Date
Governor's Workforce Board of Rhode Island	10/29/2020
Nora Crowley, Executive Director	Date /

#### AND

#### RHODE ISLAND DEPARTMENT OF EDUCATION:

ADULT EDUCATION AND LITERACY PROGRAMS
UNDER TITLE II OF WIOA
AND

POST SECONDARY VOCATIONAL EDUCATION ACTIVITIES UNDER THE CARL D. PERKINS VOCATIONAL AND APPLIED TECHNOLOGY EDUCATION ACT

#### SIGNATURE PAGE

Rhode Island Department of Education	
Angelica Infante Green, Commissioner	2.22.2
Governor's Workforce Board of Rhode Island	
Michael Grey, Chairperson	2/12/2021
Michael Grey, Chairperson	Date
Governor's Workforce Board of Rhode Island	
Anny S	2/9/2021
Amy Grzybowski,Interim Executive Director	Date

#### AND

#### RHODE ISLAND OFFICE OF REHABILITATIVE SERVICES

#### SIGNATURE PAGE

Partner:	
Rhode Island Office of Rehabilitative Service	
Kerten	2115/21
Ronald Racine, Associate Director	Date
Governor's Workforce Board of Rhode Island	The state of the s
MARS	2/25/21
Michael Grey, Chairperson	Date
Governor's Workforce Board of Rhode Islan	á
Anny I	2/16/21
Arry Grzybowski, Executive Director	Date

#### AND

## RHODE ISLAND DEPARTMENT OF HUMAN SERVICES TANF PROGRAMS: TITLE IV OF THE SOCIAL SECURITY ACT

#### SIGNATURE PAGE

Partner: Rhode Island Department of Human Services	: TANF Programs
Courties Hawkins, Director	11/16/2020 Date
Governor's Workforce Board of Rhode Island	2/25/21 Date
Michael Grey, Chairperson  Governor's Workforce Board of Rhode Island	
Nora Crowley, Executive Director	11 17 7070 Date

#### AND

#### **EXETER JOB CORPS**

#### SIGNATURE PAGE

Partner: Exeter Job Corps	
La chest	10.19.2020
Adam White, Center Director	Date
Governor's Workforce Board of Rhode Island	The parties of the Control of the Co
MIMB	2/25/21
Michael Grey, Chairperson	Date
Governor's Workforce Board of Rhode Island	10/20/2020
Nora Crowley Executive Director	Date
I Niora Crowley Executive Difector	

#### **AND**

#### **CUMBERLAND HOUSING AUTHORITY**

#### SIGNATURE PAGE

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Partner:	
Cumberland Housing Authority	
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Deidre Quintal, Family Self-Sufficiency Coordinator	Date / (1900)
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Governor's Workforce Board of Rhode Island	
MUSS	2/25/21
Michael Grey, Chairperson	Date
Whichael Grey, Champelson	
Governor's Workforce Board of Rhode Island	
My (22-)	12/7/2020
More Crowley Executive Director	Date