

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, David A. Hunn, certify that I have read the information contained in the Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA and Attachment D – FY 2022 Virginia Career Works – Cherokee Avenue Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU Modification as outlined/described below:

Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA
Attachment D – FY 2022 Virginia Career Works – Cherokee Avenue Center IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.



Signature

2-23-2022

Date

David A. Hunn

President and CEO

Print Name and Title

The SkillSource Group, Inc.

Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

THE SKILLSOURCE GROUP, INC. (SSG)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and The SkillSource Group, Inc. to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13)**
- **Governing Law (page 18)**
- **Dispute Resolution (pages 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that 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 that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and

required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*; the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By


 (Signature)
Executive Director

Date:

2-23-2022

The SkillSource Group, Inc.

By

 (Signature)
President and CEO

Date:

2-23-2022

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Courtney Tierney, certify that I have read the information contained in the Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU Modification as outlined/described below:

Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.


Signature

7.26.21
Date

Courtney Tierney Director
Print Name and Title

Prince William Department of Social Services
Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

PRINCE WILLIAM DEPARTMENT OF SOCIAL SERVICES

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and Prince William Department of Social Services to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13)**
- **Governing Law (page 18)**
- **Dispute Resolution (pages 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that 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 that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and

required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.


- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*; the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By

 (Signature)
Executive Director

Date:

2-23-2022

Prince William Department of Social Services

By

Courtney Tierney Director (Signature)
(Title)

Date:

February 15, 2022

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, LaTanya D. McDade, Ed.D., certify that I have read the information contained in the Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:


❖ This MOU Modification as outlined/described below:

Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.


LaTanya D. McDade (Feb 17, 2022 19:44 EST)

Signature

Feb 17, 2022

Date

LaTanya D. McDade, Ed.D.

Print Name and Title

Prince William County Public Schools (PWCS), Adult Education

Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

Prince William County Public Schools (PWCS), Adult Education

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and Prince William County Public Schools, Adult Education to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13)**
- **Governing Law (page 18)**
- **Dispute Resolution (pages 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

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required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*; the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By

 (Signature)

Executive Director

Date:

2-23-2022

Prince William County Public Schools (PWCS), Adult Education

By


LaTanya D. McDade (Feb 17, 2022 19:44 EST) (Signature)

Superintendent of Schools

Date:

Feb 17, 2022

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Kathryn A. Hayfield, certify that I have read the information contained in the Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU Modification as outlined/described below:

Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.



Signature

12-14-2021

Date

SCOTT A GRIMES

Kathryn A. Hayfield

CHIEF DEPUTY

Commissioner

Print Name and Title

Virginia Department for Aging and Rehabilitative Services

Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

VIRGINIA DEPARTMENT OF AGING AND REHABILITATIVE SERVICES

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and Virginia Department of Aging and Rehabilitative Services (DARS) to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13**
- **Governing Law (page 18)**
- **Dispute Resolution (pages 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

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required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
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- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*; the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By

 (Signature)
Executive Director

Date:

2-23-2022

Virginia Department of Aging and Rehabilitative Services

By

 (Signature)
Commissioner CHIEF DEPUTY

Date:

12-14-2021

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Ellen Marie Hess, certify that I have read the information contained in the Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA and Attachment D – FY 2022 Virginia Career Works – Cherokee Avenue Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU Modification as outlined/described below:

Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA
Attachment D – FY 2022 Virginia Career Works – Cherokee Avenue Center IFA

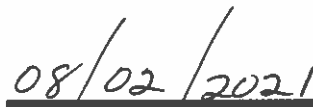
By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.



Signature



Date

Ellen Marie Hess

Commissioner

Print Name and Title

Virginia Employment Commission

Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

VIRGINIA EMPLOYMENT COMMISSION

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and Virginia Employment Commission (VEC) to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13)**
- **Governing Law (page 18)**
- **Dispute Resolution (pages 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

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With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

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- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*; the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By



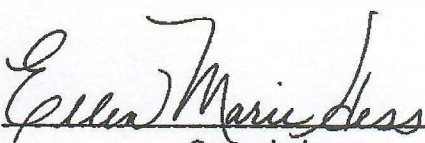
Executive Director (Signature)

Date:

2-23-2022

Virginia Employment Commission

By



Commissioner (Signature)

Date:

12/15/2021

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Emily Homer certify that I have read the information contained in the Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU Modification as outlined/described below:

Attachment C – FY 2022 Virginia Career Works – Prince William Center IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.


Signature

12/22/21
Date

Emily Homer Vice President, Community Service
Print Name and Title

Melwood Horticultural Training Center
Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

MELWOOD HORTICULTURAL TRAINING CENTER

MELWOOD JOBS

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and Melwood Horticultural Training Center, Melwood JOBS to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13)**
- **Governing Law (page 18)**
- **Dispute Resolution (page 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that 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 that such

sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*, the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By  (Signature)
Executive Director

Date: 2-23-2022

Melwood Horticultural Training Center

By  (Signature)
(Senior Director of Program Administration, Emily Homer)

Date: 12/14/21

Modification Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Daniel Fisher, certify that I have read the information contained in the Attachment D – FY 2022 Virginia Career Works – Cherokee Avenue Center IFA. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

❖ This MOU Modification as outlined/described below:

Attachment D – FY 2022 Virginia Career Works – Cherokee Avenue Center IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this modification and all changes made herein.

I understand that this modification may be executed in counterparts, each being considered an original, and that this modification shall expire with the terms of the MOU.

Except as provided herein, all terms and conditions of the FY 2021 – FY 2022 Virginia Career Works – Northern Center System MOU, remains unchanged and in full force and effect.



Signature

February 14, 2022

Date

Daniel Fisher

President

Print Name and Title

Educational Credit Management Corporation – The College Place

Agency Name

MEMORANDUM OF UNDERSTANDING BETWEEN THE

VIRGINIA CAREER WORKS – NORTHERN (AREA #11)

AND

EDUCATIONAL CREDIT MANAGEMENT CORPORATION – THE COLLEGE PLACE

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works One Stop Memorandum of Understanding (MOU) between the Virginia Career Works – Northern (Area #11) and Educational Credit Management Corporation – The College Place to replace the existing language included in the original MOU Template for the issues covering:

- **Confidentiality (pages 13)**
- **Governing Law (page 18)**
- **Dispute Resolution (pages 18)**

with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 13)

All parties expressly agree to abide by all applicable Federal, State, and, where applicable, local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and, where applicable, local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that 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 that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and

required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Governing Law (page 18)

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All parties shall comply with all applicable Federal and State laws and regulations, and Local laws where applicable and to the extent that they are not in conflict with State or Federal requirements.

Dispute Resolution (page 18)

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse should arise regarding the terms and conditions of this MOU that cannot be resolved through communication between the parties, the One-Stop Operator will negotiate a resolution with the parties. The One-Stop Operator shall determine the process to mediate and resolve the matter.

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within five business days.
- ❖ The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. This decision shall not be binding on any partner that is an agency of the Commonwealth.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

- ❖ The LWDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.
- ❖ This MOU shall not affect the right of any party to seek all available remedies provided to it by law.

All other terms and conditions of the MOU that are not specifically modified by the terms of this addendum remain in effect. *In witness whereof*; the parties hereby execute this Addendum to the Memorandum of Understanding.

Virginia Career Works - Northern

By


 (Signature)
Executive Director

Date:

2-23-2022

Educational Credit Management Corporation – The College Place

By

 (Signature)
(Title) President

Date:

February 14, 2022