VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

HAMPTON ROADS WORKFORCE COUNCIL (HRWC)
(WIOA Title 1 Programs and Services)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and HRWC to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ________________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 6/1/21

HRWC

By ________________________________ (Signature)
Shawn Avery, President and CEO

Date: 2/10/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

 VIRGINIA EMPLOYMENT COMMISSION (VEC)

ADDITIONAL

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and VEC to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)

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 17-18)

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By __________________________ (Signature)
Mark A. Johnson, Board Chair
Date: 6/11/24

VEC

By __________________________ (Signature)
(Jeffrey Ryan, Chief Deputy Commissioner)
Date: 5/11/21
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

UNITED WAY OF SOUTH HAMPTON ROADS (UWSHR)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and UWSHR to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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
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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By __________________________ (Signature)
Mark A. Johnson, Board Chair
Date: 6/14

UWSHR

By __________________________ (Signature)
(Name and Title)
Date: 5-7-2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

AARP FOUNDATION

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and AARP FOUNDATION to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By

Mark A. Johnson, Board Chair

Date:

AARP FOUNDATION

By

Demetri Antzoulatos, VP, Finance, Grants & Operations

(Name and Title)

Date: 5/5/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

VIRGINIA DEPARTMENT FOR AGING AND REHABILITATIVE SERVICES (DARS)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and DARS to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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
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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ____________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 6/1/21

Department for Aging & Rehabilitative Services (DARS)

By ____________________________ (Signature)
Kathryn A. Hayfield, Commissioner

Date: 2/25/21
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

VIRGINIA TIDEWATER CONSORTIUM FOR HIGHER EDUCATION (VTC)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and VTC to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ____________________________ (Signature)

Mark A. Johnson, Board Chair

Date: 6/1/21

VTC

By ____________________________ (Signature)

(Name and Title)

Date: 2/9/21
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

STOP INC.

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and STOP INC. to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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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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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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 17)**

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 17-18)**

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.

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- 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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By __________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 01/21

STOP INC.

By __________________________ (Signature)
Regina P. Lawrence, President and CEO

Date: 02/11/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

TIDewater COMMUNITY COLLEGE (TCC)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and TCC to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 361.18, 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 17)**

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 17-18)**

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.

**HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD**

By  
Mark A. Johnson, Board Chair

Date:  
6/11/21

**TCC**

By  
Heather McCraeig, Interim Vice President for Finance

Date:  
02/11/21
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

REGION 20 ADULT EDUCATION CONSORTIUM (REGION 20)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and Region 20 to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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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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 17)**

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 17-18)**

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.

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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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ___________________________ (Signature)
Mark A. Johnson, Board Chair
Date: 6/1/21

REGION 20

By ___________________________ (Signature)
(Name and Title)
Date: 2/23/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

PAUL D. CAMP COMMUNITY COLLEGE (CAMP)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and Camp to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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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 17)**

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**Dispute Resolution (page 17-18)**

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HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By __________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 6/14

PAUL D. CAMP COMMUNITY COLLEGE

By __________________________ (Signature)
Daniel W. Lufkin, President

Date: 2/9/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY (NRHA)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and NRHA to replace the existing language included in the original MOU Template for the issues covering:

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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 17)**

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**Dispute Resolution (page 17-18)**

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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.

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- 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.

**HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD**

By ___________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 6/1/21

**NRHA**

By ___________________________ (Signature)
Ronald Jackson, Executive Director

Date: February 9, 2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY (PRHA)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and PRHA to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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**Governing Law (page 17)**

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**Dispute Resolution (page 17-18)**

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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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By [Signature]
Mark A. Johnson, Board Chair
Date: 6/1/21

PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY (PRHA)

By [Signature]
Edward Bland, Executive Director
Date: 3-7-21
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

CHESAPEAKE REDEVELOPMENT AND HOUSING AUTHORITY (CRHA)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and CRHA to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
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with the revised text (listed below) per the Department of Legal Services, Virginia Community College System.

Confidentiality (page 11)

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**Governing Law (page 17)**

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**Dispute Resolution (page 17-18)**

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HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ____________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 6/1/2021

CRHA

By ____________________________ (Signature)
(Name and Title)

Date: 03/18/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

SUFFOLK DEPARTMENT OF SOCIAL SERVICES (SDSS)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and SDSS to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By

Mark A. Johnson, Board Chair

Date: 6/1/21

SDSS

APPROVED AS TO FORM:

Stephanie J. Poult

Suffolk Assistant City Attorney

CITY OF SUFFOLK

Interim City Manager, Albert S. Moore, II, P.E.

ATTEST:

City Clerk
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

CITY OF VIRGINIA BEACH THROUGH ITS DEPARTMENT OF HUMAN SERVICES

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and the City of Virginia Beach through its Department of Human Services (VBDHS) to delete the existing language in the following paragraphs contained in the original MOU:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

The following shall replace the deleted language in the specified paragraphs:

Confidentiality (page 11)

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 authorization and 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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ___________________________ (Signature)
Mark A. Johnson, Board Chair

Date: 6/1/21

City of Virginia Beach through its VBDHS Department of Human Services

By ___________________________ (Signature)
(Queen Smith, DHS Director) (Name and Title)

Date: 2/4/2021

APPROVED AS TO LEGAL SUFFICIENCY

City Attorney's Office

M. A. Smith
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

PORTSMOUTH DEPARTMENT OF SOCIAL SERVICES (PDSS)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and PDSS to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)

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 17-18)

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 addressed 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 an 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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By __________________________ (Signature)
Mark A. Johnson, Board Chair
Date: 6/1/21

PDSS

By Pamela T. Little-Hill/ Director (Signature) (Name and Title)
Date: 2/12/2021

LaVoris Pace/ Interim City Manager  Signature
Date: 02/23/2021
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

SOUTHAMPTON COUNTY DEPARTMENT OF SOCIAL SERVICES (SCDSS)

ADDITIONAL

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and SCDSS to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By ___________________________ (Signature)
Mark A. Johnson, Board Chair
Date: 11/21

SCDSS

By ___________________________ (Signature)
(Name and Title)
Date: 11/21
VCW ONE-STOP MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

AND

CHESAPEAKE DEPARTMENT OF HUMAN SERVICES (CDHS)

ADDENDUM I

This Addendum is presented in accordance with the terms set forth in the Virginia Career Works (VCW) One Stop Memorandum of Understanding (MOU) between the Hampton Roads Workforce Development Board and CDHS to replace the existing language included in the original MOU Template for the issues covering:

- Confidentiality (pages 11-12)
- Governing Law (page 17)
- Dispute Resolution (pages 17-18)

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

Confidentiality (page 11)

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 17)**

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 17-18)**

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.

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD

By [Signature]
Mark A. Johnson, Board Chair

Date: 6/1/21

CDHS

By [Signature]
Name and Title

Date: 2-10-21