

**VIRGINIA  
CAREER WORKS**

**Workforce System  
Partner  
Memorandum of  
Understanding**

**2025 - 2027**

**Crater Region**

Virginia Career Works (VCW) Service Delivery System  
A Proud Partner of the American Job Center Network

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## Legal Authority

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The Workforce Innovation and Opportunity Act (WIOA) requires that each Local Workforce Development Board (WDB), with the agreement of the Chief Local Elected Officials of the region (CLEO), develop and enter into a Memorandum of Understanding (MOU) with mandatory workforce system partners, consistent with WIOA Sec. 121(c)(1) and (2), concerning the operation of the local one-stop delivery system. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the associated resource sharing and allocation of infrastructure costs among applicable one-stop partners with a physical presence in centers is governed by WIOA sec. 121(h), the WIOA final regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

# Memorandum of Understanding Established

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This MOU is executed by and between the Crater Region's Local Workforce Development Board (LWDB) and Chief Local Elected Officials (CLEO), and the VA Career Works system Partners (Partners), collectively referred to as the "Parties" to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the VA Career Works Centers in Virginia's Crater Region as may be established by the LWDB in its role to establish and oversee the local workforce development delivery system.

The associated Resource Sharing Agreement and Infrastructure Funding Agreement establishes a financial plan, including terms and conditions, to collectively share in the operating costs of the workforce centers which mutually benefit the partners and their programs.

The Vision, Mission, System Structure, Terms and Conditions, Resource Sharing Agreement, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to strive for greater collective impact in mutually serving job seekers and businesses in our service region better than what we might achieve independently.

# Introduction

The purpose of this Memorandum of Understanding (MOU) is to primarily meet regulatory requirements set in federal and state laws, regulations and policies. The parties to this agreement realize that the greater purpose is the resultant partnerships that are forged and relationship built and enhanced through a mutual interest in achieving greater efficiencies and effectiveness in meeting our collective goal to serve customers.

The current vision and mission for the Crater Region's public workforce ecosystem is articulated in the local area's strategic plan.

## VISION

*To be the premier workforce provider for businesses and individuals in the Crater Region.*

## MISSION

*To align quality workforce services with the needs of local employers and individuals seeking career and educational opportunities in the Crater Region.*

## System Structure

Virginia Career Works Centers serve as the traditional “front door” to accessing the array of public workforce services that are available in the region. While evolving technological advancements may eventually minimize the need for such bricks-and-mortar, they are likely to remain a primary access point for services for the duration of this document.

### ❖ Virginia Career Works – Prince George (Comprehensive)

Center Manager: John Johnson, Operation Manager	Phone: 804.862-6155
Mailing Address: 4300 Crossings Blvd, Prince George	Email Address: <a href="mailto:jjohnson@vcwcraterregion.com">jjohnson@vcwcraterregion.com</a>
Operating Hours: M, T, Th 830 am to 4 pm, Wed 930am to 4pm & Fri 830am to 3pm	Website: <a href="https://vcw-crater.com">https://vcw-crater.com</a>

### ❖ Virginia Career Works - Emporia Greenville (Affiliate)

Center Manager: John Johnson, Operation Manager	Phone: 804.862-6155
Mailing Address: 321 Halifax Street, Emporia	Email Address: <a href="mailto:jjohnson@vcwcraterregion.com">jjohnson@vcwcraterregion.com</a>
Operating Hours: Monday - Thursday 930 am to 4 pm	Website: : <a href="https://vcw-crater.com">https://vcw-crater.com</a>

## **One-Stop Operator and Partners**

The Crater Region's Workforce Board and elected officials selected Project Now LLC as the region's one stop operator through competitive procurement. The current contract award is eligible for renewal through June 30, 2026 before a new solicitation must be released. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

Locally, the below partners required under federal law to join in the MOU are active in the Crater Region.

### Partners

<b>Required Program</b>	<b>Local Responsible Partner Organization</b>
WIOA Title 1	Crater Region Workforce Development Board
WIOA Title 2	Southside Programs for Adult & Continuing Education
WIOA Title 3	Department of Workforce Development and Advancement
WIOA Title 4	Virginia Department for Aging and Rehabilitative Services
Senior Community Service Employment Program	Senior Connections
Post-secondary Career and Technical Educations	Brightpoint Community College Southside Community College
Trade Adjustment Assistance	Department of Workforce Development and Advancement
Jobs for Veterans State Grants	Department of Workforce Development and Advancement
Community Service Block Grant Employment and Training	CapUp
Unemployment Compensation	Virginia Employment Commission
Migrant & Seasonal Farmworker	Department of Workforce Development and Advancement
Temporary Assistance for Needy Families and Food Stamp Employment and Training (SNAP E&T)	Petersburg & Dinwiddie Depts of Social Services (others to be added as locality depts approve)
Required programs not present in the local area:	
Job Corps; YouthBuild; Native American programs; Department of Housing and Urban Development employment and training, Second Chance Act.	

# TERMS AND CONDITIONS

## Partner Services

At a minimum, partners will make the services listed below available, consistent with Virginia and LWDA policies and Virginia's WIOA Combined State Plan. Partner program services beyond those required may be provided on a case by case basis, with the approval of the LWDB and the CLEOs, and must be included on the table below. Add as many rows as necessary.

BASIC CAREER SERVICES	
Outreach, intake and orientation to the information, services, programs, tools and resources available through the LWDA 05, Crater Region workforce system.	
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs.	
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment).	
Access to employment opportunity and labor market information.	
Performance information and programs costs for eligible providers of training, education and workforce services.	
Information on performance of the local Workforce system.	
Information on the availability of supportive services and referral to such, as appropriate.	
Information and meaningful assistance on UI claim filing	
Determination of potential eligibility for workforce Partner services, programs, referrals.	
Information and assistance in applying for financial aid for training and education program not provided under WIOA.	
INDIVIDUALIZED CAREER SERVICES	
Comprehensive and specialized assessments of skill levels and service needs.	
Development of individual employability plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.	
Referral to training services.	
Group counseling.	
Literacy activities related to work readiness.	
Individual counseling and career planning	
Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance.	
Work experience, transitional jobs, registered apprenticeships and internships.	
Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training.	
Post-employment follow-up services and support (Is not an individualized career service but listed here for completeness).	
TRAINING SERVICES	
Occupational skills training through Individual Training Accounts (ITAs)	



Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above.
On the Job Training (OJT)
Incumbent Worker Training
Programs that combine workplace training with related instruction which may include cooperative education.
Training programs operated by the private sector
Skill upgrading and retraining
Entrepreneurial training
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
Other training services as determined by the workforce partner's governing rules

## **Roles and Responsibilities of Parties**

The Parties to this agreement will work closely together to ensure that all VA Career Works centers are high-performing work places with staff that will ensure quality of service.

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ All amendments to each, and
- ❖ All requirements imposed by the regulations issued pursuant to these acts.

The previously listed provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

- ❖ Additionally, all Parties shall:
- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

#### *Chief Local Elected Official (CLEO)*

The CLEO for the Local Workforce Development Area (LWDA) is comprised of an elected representative from each of the member jurisdictions in the Crater Region. The CLEO will, at a minimum:

- ❖ Approve the Local Workforce Development Board (LWDB) budget and workforce center cost allocation plan
- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the LWDB to oversee the operations of the LWDA VA Career Works system.

#### *Local Workforce Development Board (WDB)*

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA are met, to the maximum extent possible with available resources. The WDB will, at a minimum:

- ❖ In partnership with the CEO and other applicable partners within the LWDA, develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- ❖ Lead the region's business solutions team as a focal point of coordinated business outreach and service.
- ❖ In cooperation with the Local CEO, design and approve the VA Career Works system structure. This includes, but is not limited to:
- ❖ Adequate, sufficient, and accessible one-stop center locations and facilities as may be practical,

- ❖ Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
- ❖ A holistic system of supporting services, and
- ❖ One or more competitively procured one-stop operators.
- ❖ In collaboration with the CLEO, designate through a competitive process the region's Title I service providers and one stop operator and, oversee, monitor, their work and implement corrective actions as may be determined,
- ❖ Determine the role and day-to-day duties of the one-stop operator,
- ❖ Approve annual budget allocations for Title I activities and operational costs of the VA Career Works system to recommend to the CLEO,
- ❖ Help the one-stop operator recruit operational partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the VA Career Works system to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the local service providers and one-stop operator.

#### *Local Workforce Development Board Director and Staff*

Specific responsibilities include, at a minimum:

- ❖ Executes the daily duties attributed in law to the WDB and CLEO
- ❖ Assist the CLEO and the LWDB with the development and submission of a LWDA plan,
- ❖ Support the LWDB with the implementation and execution of the LWDA vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- ❖ Provide operational and grant-specific guidance to the one-stop operator,
- ❖ Investigate and resolve elevated customer complaints and grievance issues,
- ❖ Prepare regular reports and recommendations to the LWDB, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners.

#### *One-Stop Operator & Operations Manager*

The One-Stop Operation & Operations Manager, will, at a minimum:

- ❖ Manage daily operations, including but not limited to:
- ❖ Managing and coordinating Partner responsibilities, as defined in this MOU,
- ❖ Managing hours of operation, including the once weekly extended hours of operation,
- ❖ Coordinating daily work schedules and work flow based upon operational needs, and

- ❖ Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- ❖ Assist the Local WDB in establishing and maintaining the VA Career Works system structure. This includes but is not limited to:
  - ❖ Ensuring that State requirements for center certification are met and maintained,
  - ❖ Ensuring that career services such as the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
  - ❖ Ensuring that LWDB policies are implemented and adhered to,
  - ❖ Developing and ensuring adherence to a Business Plan and Standard Operating Procedures for the Centers,
  - ❖ Reinforcing strategic objectives of the LWDB to Partners,
  - ❖ Developing and implementing a schedule of training and professional development opportunities for all center staff.
- ❖ Ensuring integration of systems and services coordination for the center and its partners, placing priority on customer service.
- ❖ Ensuring service integration focuses on serving all customers seamlessly (including targeted populations) through the collective provision by partners of a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- ❖ Ensuring services are seamless to the customer, reducing unnecessary duplicative or cumbersome transitions
- ❖ Coordinate partner programs, and track and make available VA Career Works system performance as practical and as may be made available by the partners. This includes but is not limited to:
  - ❖ Providing and/or contributing to reports of center activities, as requested by the LWDB,
  - ❖ Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
  - ❖ Identifying and facilitating the timely resolution of complaints, problems, and other issues,
  - ❖ Ensuring open communication with the partner leader(s) in order to facilitate efficient and effective center operations,
  - ❖ Evaluating customer satisfaction data and propose service strategy changes to the LWDB based on findings.
- ❖ Assisting the LWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

*The one-stop operator or operations manager will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one- stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the LWDB. The LWDB is responsible for the negotiated performance measures, strategic*

*planning, budgets, and one-stop operator oversight (including monitoring).*

## **Partners**

Each partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- ❖ Effective communication, information sharing, and collaboration with the one-stop operator,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures as delineated in the local plan,
- ❖ The design and use of common intake, assessment, referral, and case management processes,
- ❖ The use of common and/or linked data management systems and data sharing methods, as appropriate,
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

## **Data Sharing**

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Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that any collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.

- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- ❖ Customer data may be shared with other programs, for those programs' purposes, within the VA Career Works system only after the informed written consent of the individual has been obtained, where required.
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained by the employing entity in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records

### **Confidentiality**

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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.

## **Referrals**

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The primary purpose of a referral process is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local system,
- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers,
- ❖ Assist in development of and utilize any common intake, eligibility determination, assessment, and registration forms as may be developed by the WDB and/or one stop operator,
- ❖ Provide substantive referrals – in accordance with the Local WDA procedures to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level in accordance with WDB-established protocols.

## **Accessibility**

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Accessibility to the services provided in the VA Career Works centers and by Partner agencies is essential to meeting the requirements and goals of the local service delivery system. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

### *Physical Accessibility*

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient and accessible location, considering reasonable distance from public transportation where available and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in a manner providing access for individuals with disabilities.

### *Virtual Accessibility*

The LWDB and its partners will work to ensure that job seekers and businesses have access to the same information online comparable to that available in a physical facility as applicable. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services

code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the local board to post content through its website.

### *Communication Accessibility*

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### *Programmatic Accessibility*

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that

they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all VA Career Works programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the local service delivery system.

#### **HELPFUL TIP – COMMUNICATION ACCESSIBILITY**

For more information, please refer to the U.S. Department of Labor's Office of Disability Employment Policy's website at <https://www.dol.gov/odep/topics/CommunicationsAccess.htm>.

### **Outreach**

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The LWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,



- ❖ An outreach plan to the region's business and employer community,
- ❖ An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ Regular use of social media,
- ❖ Clear objectives and expected outcomes, and
- ❖ Leveraging of any statewide outreach materials relevant to the region.

### **Non-Discrimination and Equal Opportunity**

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All parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

### **Responsibilities of the Parties**

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All parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The parties acknowledge that neither the WDB, CLEOs nor the one-stop operator have no responsibility and/or liability for any actions of the one-stop partner and center employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the LWDB or the one-stop operator. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia nor the local board and its local elected officials.

### **Severability**

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If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

### **Drug and Alcohol-free Workplace**

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All parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

### **Certification Regarding Lobbying**

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All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

### **Debarment and Suspension**

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All parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

### **Priority of Service**

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All parties certify that they will adhere to any applicable statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

### **Buy American Provision**

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Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

### **Salary Compensation and Bonus Limitations**

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Each party certifies that, when operating grants funded by the U.S. Department of Labor or other sources

as may be applicable, it complies with TEGl 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, and Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

### **Non-Assignment**

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Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

### **Governing Law**

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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**

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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 Director 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 Director shall place the dispute on the agenda of a special meeting of the LWDB or Executive Committee, which shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the members present.
- ❖ A written response and dated summary of the proposed resolution to all Parties to the MOU must be provided within 5 working days of the meeting.
- ❖ The LWDB Chair or Director 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.

## **Modification Process**

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### **1. *Notification of Partners***

When a partner wishes to modify the MOU, the partner must first provide written notification to the WDB director who will then share with all signatories of the existing MOU and outline the proposed modification(s).

### **2. *Discussion/Negotiation***

Upon notification, the LWDB Director must ensure that discussions and negotiations related to the proposed modification take place with partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the parties. If the proposed modification is extensive and is met with opposition, the LWDB Director or Chair may need to call a meeting of the parties to resolve the issue. Upon agreement of all parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB Director or Chair presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a partner is unwilling to agree to the MOU modification, the LWDB Chair or Director must ensure that the process in the Dispute Resolution section as outline above is followed.

### **3. *Signatures***

The LWDB Director must immediately circulate the MOU modification and secure partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the LWDB Director acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

## Effective Period

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This MOU will become effective as of the date of signing by the final signatory below and must terminate no later than June 30, 2027, unless any of the reasons in the Termination section apply.

This MOU is entered into as of July 1, 2025 and shall expire no later than June 30, 2027, unless any of the reasons in the Termination section apply.

## Termination

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This MOU will remain in effect until the end date specified in the Effective Period section, unless:

- ❖ All parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the LWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the parties to the MOU must convene within thirty (30) days<sup>1</sup> after the breach of the MOU to discuss the formation of the successor MOU. At that time, any agreed upon allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed not less than once every year to ensure appropriate funding and delivery of services.

# RESOURCE SHARING AGREEMENT

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The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the LWDA VA Career Works Centers. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the Resource Sharing Agreement (RSA) is to develop the overarching parameters in establishing a funding mechanism that:

- ❖ Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- ❖ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among partners (thereby improving each program's effectiveness);
- ❖ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs;
- ❖ Ensures that costs are appropriately shared by VA Career Works partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance;
- ❖ Outlines and describes infrastructure costs; and,
- ❖ Describes additional costs (career services and shared services)<sup>2</sup>

*The partners consider this RSA the master budget that is necessary to maintain by equivalent share the local VA Career Works system. Furthermore, the Resource Sharing Agreement (RSA) will be the actual document that reflects each partner's shared cost, or contribution, of funding the LWDA local VA Career Works Center(s) shared operating costs pursuant to the provisions of this MOU and its subparts.*

*The LWDB Director will complete the VA LWDA One-Stop Center Budget and Cost Allocation Template, for each Center. Once completed, this document(s) will be reviewed and agreed upon by all parties as the RSA, or per federal grant language, the Infrastructure Funding Agreement (IFA). These two acronyms (RSA & IFA) are interchangeable. RSA will be reviewed on an annual basis, recognized as a separate agreement to this MOU and that all parties may announce their consensus of the RSA through the exchange of correspondence between the LWDB and partners or by some other agreed upon procedure.*

All costs will be allocated according to partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The VA Career Works RSA is expected to be transparent and negotiated among partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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<sup>2</sup> Additional Costs: WIOA Section 121(i)(1) / Final Rule 678.760

**RSA Timeline** is as communicated by the state’s WIOA Title I entity and LWDB Director.

### **Cost Allocation Methodology**

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Within the one-stop system, a variety of allocation methods may be used as agreed upon by the partners, which reflect the best measure of benefit received by the partner programs. The VA LWDA One-Stop Center Budget and Cost Allocation template only provides the following three options: (1) number of partner ***program positions*** dedicated to the one-stop center services; (2) ***square feet occupied*** by partner program staff; and (3) ***number of one-stop center customers*** served by partner program.

In the Crater Region the RSA is based on FTE levels housed in the centers so only applicable to those partners with a physical presence.

### **Cost Reconciliation and Allocation Base Update**

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All parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- ❖ Partners will provide the LWDB with the following information no later than thirty (30) days<sup>3</sup> after the end of each quarter, as applicable:
  - ✓ Quarterly cost information and documentation of the actual costs,
  - ✓ Updated staffing information (per the 1<sup>st</sup> day of a new program year and the 1<sup>st</sup> day of each subsequent quarter), and
  - ✓ Updated square feet occupied, and
  - ✓ Actual customer participation numbers (per the last day of the last month of each quarter).
- ❖ Upon receipt of the above information, the LWDB, or Fiscal Agent, will provide an RSA – Financial Status Report on or before 45 days after the end of the quarter.

## **INFRASTRUCTURE FUNDING**

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Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the VA Career Works Center(s) including, but not limited to:

- ❖ Rent & Utilities,
- ❖ Facility repair and maintenance in the common areas that serve all customers;
- ❖ General equipment, furniture, and supplies that benefit partners and universal customers.
- ❖ Outreach and awareness efforts that benefit the system and partners
- ❖ Technology hardware or software and associated technology support costs to include assistive technology for those requiring accommodation.

## **Partners**

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Partners funding the costs of infrastructure according to the RSA are the same as identified in the RSA separate agreement for the Center(s).

## **Cost Allocation Methodology**

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All Parties subject to the RSA agree that the cost allocation methodology for the costs of one-stop infrastructure will be the same as described in the Cost Allocation Methodology section of the MOU, subpart Resource Sharing Agreement.

## **Cost Reconciliation and Allocation Base Update**

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All Parties agree that the cost reconciliation and allocation base update for the infrastructure costs will be the same as described in the Cost Reconciliation and Allocation Base Update section of the MOU, subpart Resource Sharing Agreement.



## **Attachment A: Definitions**

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### **One-Stop Delivery System**

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The one-stop delivery system (herein also referred to as the VA Career Works Service Delivery System) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop partners administer separately funded programs as a set of integrated streamlined services to customers.

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

### **Infrastructure Costs**

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Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

### **Additional Costs**

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Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

### **Resource Sharing Agreement (RSA)**

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The resource sharing agreement (RSA) of VA Career Works Center(s) is the financial plan that the one-stop partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The RSA may be considered the master budget that contains a set of resource sharing agreement budgets (RSA) or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The resource sharing agreement must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

## **Funding Types**

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### *Cash*

- ❖ Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

### *Non-Cash<sup>4</sup>*

- ❖ Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- ❖ Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

### *Third-Party In-Kind*

- ❖ Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
- ❖ Support the one-stop center in general; or
- ❖ Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

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<sup>4</sup> The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

## **Allocation**

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Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

## **Cost Objectives**

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Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, Crater projects, etc. A cost objective may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also 2 CFR §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

## Authority and Signature

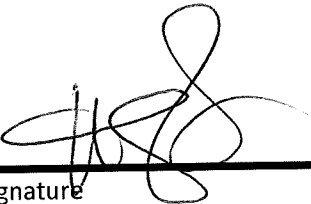
One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Tabitha Taylor, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.

  
\_\_\_\_\_  
Signature

07/01/2025  
\_\_\_\_\_  
Date

Tabitha Taylor, Executive Director  
\_\_\_\_\_  
Print Name and Title

Crater Regional Workforce Development Board, Title 1 Program  
\_\_\_\_\_  
Agency Name

## Attachment B: Partner Program Services

<b>Partner Program: WIOA Title 1</b>  <b>Website:</b> www.vcw-crater.com <span style="float: right;">+</span>	
<b>Partner Program - Signatory Authority (Name, Job Title, email):</b> Tabitha Taylor, Executive Director, ttaylor@vcwcraterregion.com  <b>Partner Program Local Area Contact (Name, Job Title, email and telephone number):</b> Kurleen Patrick, Programs Coordinator, <span style="float: right;">+</span>	
<b>List of Services to be Made Available Through the Virginia Career Works Center(s)</b>	
<b>Partner will participate in the following manner (indicate Center Name and type of contact):</b>	
<b>1. Permanent Presence and Service Provision</b>	PG Center, M-F all open hours
<b>2. Itinerant Presence and Service Provision</b>	Emporia Center, itinerant, Monday & Thurs
<b>3. Service Provision Only</b>	
<b>List services to be made available below (add additional pages if needed):</b> Coordinating and delivering employment, training, and supportive services for all eligible jobseekers. Help individuals secure sustainable employment with career & training services, referrals to partners,& participation in the one-stop delivery system. <span style="float: right;">+</span>	

## Authority and Signature

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

By signing my name below, I, Kathy Anderson, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.

Kathy Anderson

Digitally signed by Kathy Anderson  
Date: 2025.08.18 14:14:56 -04'00'

Signature

8/18/2025

Date

Kathy Anderson, Regional Program Manager

Print Name and Title

Southside Programs for Adult Continuing Education

Agency Name

## Attachment B: Partner Program Services

<b>Partner Program:</b> Southside Programs for Adult Continuing Education (SPACE)	
<b>Website:</b> www.southsideadulthood.org	
<b>Partner Program - Signatory Authority (Name, Job Title, email):</b> Kathy Anderson, Regional Program Manager, kanderson@pgs.k12.va.us	
<b>Partner Program Local Area Contact (Name, Job Title, email and telephone number):</b> Same as above, 804-733-2670	
<b>List of Services to be Made Available Through the Virginia Career Works Center(s)</b>	
<b>Partner will participate in the following manner (indicate Center Name and type of contact):</b>	
<b>1. Permanent Presence and Service Provision</b>	
<b>2. Itinerant Presence and Service Provision</b>	Prince George - Adult Education Classes and TABE testing at center
<b>3. Service Provision Only</b>	Emporia - Adult Education classes and TABE testing at SVEC
<b>List services to be made available below (add additional pages if needed):</b> 1. Adult Education Classes at PG VCW Center - Classes may include Basic Skills instruction, High School Equivalency instruction and Workforce Preparation activities. Adult Education classes also held at various sites throughout the region (Basic Skills, HSE, Workforce Prep and English as a Second Language). 2. IET Classes - Nurse Aide training in partnership with SPACE, CCWA and WIOA held at PG VCW center 3. TABE Assessment for WIOA and Adult Ed participants 4. Workshops for jobseekers in partnership with SPACE and WIOA 5. GED Testing - Petersburg, Dinwiddie (provided by SPACE) and, Emporia (provided by SVCC)	

## Authority and Signature

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

By signing my name below, I, Lisa Martinez, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.

Lisa Martinez  
Signature

9.2.2025  
Date

Lisa Martinez, Senior Procurement Officer  
Print Name and Title

Virginia Department for Aging and Rehabilitative Services  
Agency Name



## Attachment B: Partner Program Services

**Partner Program:** Department for Aging and Rehabilitative Services (DARS) - Division of Rehabilitative Services (DRS)

**Website:** <https://www.vadars.org/drs/>

**Partner Program - Signatory Authority (Name, Job Title, email):**

Kathryn Hayfield, DARS Commissioner

[kathryn.hayfield@dars.virginia.gov](mailto:kathryn.hayfield@dars.virginia.gov)

**Partner Program Local Area Contact (Name, Job Title, email and telephone number):**

Erica Schwartz, Counselor Manager

[Erica.schwartz@dars.virginia.gov](mailto:Erica.schwartz@dars.virginia.gov)

(804) 863-1620

### List of Services to be Made Available Through the Virginia Career Works Center(s)

**Partner will participate in the following manner (indicate Center Name and type of contact):**

1. Permanent Presence and Service Provision	Prince George Center: 1 day/week
2. Itinerant Presence and Service Provision	
3. Service Provision Only	Emporia Center: By Referral

**List services to be made available below (add additional pages if needed):**

The Department for Aging and Rehabilitative Services (DARS) - Division of Rehabilitative Services (DRS) offers vocational rehabilitation programs and services to assist people with disabilities to prepare for, secure, retain or regain employment.

For One-Stop Delivery System job seekers, determined eligible by and appropriate for the DRS program in open order of selection categories\*, the scope of workforce services based on an assessment of service needs may include:

- ✓ Vocational Evaluation/Counseling
- ✓ Career/Post-Secondary Education Planning
- ✓ Training and Credentials
- ✓ Work Readiness and Support Services
- ✓ Job Development/Coaching/Placement

\* When it has been determined that DARS does not have sufficient funds to serve all eligible individuals, federal law requires that DARS implement an order of selection. Order of selection prioritizes individuals into categories according to the significance of their disabilities and ensures that those with the most significant disabilities are selected first to receive services. Those individuals assigned to a closed category remain on a waiting list for services until there are sufficient resources to open closed categories and they are referred to the Virginia Career Works Center(s) for workforce services.

## Authority and Signature

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

By signing my name below, I, Michael Rogers, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.

Michael Rogers  
Signature

7-28-25  
Date

Michael Rogers  
Print Name and Title

Capital Area Partnership Uplifting People  
Agency Name

## Attachment B: Partner Program Services

**Partner Program:** Capital Area Partnership Uplifting People, Inc.

**Website:** [www.capup.org](http://www.capup.org)

**Partner Program - Signatory Authority (Name, Job Title, email):**

**Michael Rogers, President, [mrogers@capup.org](mailto:mrogers@capup.org)**

**Partner Program Local Area Contact (Name, Job Title, email and telephone number):**

### List of Services to be Made Available Through the Virginia Career Works Center(s)

**Partner will participate in the following manner (indicate Center Name and type of contact):**

<b>1. Permanent Presence and Service Provision</b>	
<b>2. Itinerant Presence and Service Provision</b>	
<b>3. Service Provision Only</b>	X

**List services to be made available below (add additional pages if needed):**

Information on the availability of supportive services and referral to such, as appropriate.  
In-person communication and available publication such as flyers, brochures, and etc.  
Literacy activities related to work readiness. In-person communication and available  
publication such as flyers, brochures, and etc.

## Authority and Signature

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

By signing my name below, I, \_\_\_\_\_, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.

William D'Aiuto  
\_\_\_\_\_  
Signature

9/5/2025  
\_\_\_\_\_  
Date

William D'Aiuto, Director  
\_\_\_\_\_  
Print Name and Title

Petersburg City Department of Social Services  
\_\_\_\_\_  
Agency Name

## Attachment B: Partner Program Services

<b>Partner Program:</b> City of Petersburg Department of Social Services  <b>Website:</b> <a href="http://www.petersburgva.gov">www.petersburgva.gov</a> <span style="float: right;">+</span>	
<b>Partner Program - Signatory Authority (Name, Job Title, email):</b> Bill D'Aiuto, Director, <a href="mailto:william.daiuto730@dss.virginia.gov">william.daiuto730@dss.virginia.gov</a>  <b>Partner Program Local Area Contact (Name, Job Title, email and telephone number):</b> Stacy Mitchell, Self Suff Supervisor, <a href="mailto:pamela.mitchell@dss.virginia.gov">pamela.mitchell@dss.virginia.gov</a> <span style="float: right;">+</span>	
<b>List of Services to be Made Available Through the Virginia Career Works Center(s)</b>	
<b>Partner will participate in the following manner (indicate Center Name and type of contact):</b>	
<b>1. Permanent Presence and Service Provision</b>	
<b>2. Itinerant Presence and Service Provision</b>	Intermittent presence onsite (varies)
<b>3. Service Provision Only</b>	
<b>List services to be made available below (add additional pages if needed):</b> Intake interviews & follow ups for VIEW program participants Interviews, employability assessments & referrals, Able Bodied SNAP participants Case monitoring for all DSS Referrals for compliance & follow up <span style="float: right;">+</span>	

## Authority and Signature


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

By signing my name below, I, Demetrios Melis, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.
- c) The VEC agrees that this MOU represents zero costs to the agency. All costs are found in the separate Infrastructure Funding Agreement (IFA).

  
\_\_\_\_\_  
Signature

9/18/2025  
\_\_\_\_\_  
Date

Demetrios Melis, Commissioner

Print Name and Title

Virginia Employment Commission

Agency Name

## Attachment B: Partner Program Services

<b>Partner Program:</b> Virginia Employment Commission, Unemployment Compensation	
<b>Website:</b> <a href="https://www.vec.virginia.gov/">https://www.vec.virginia.gov/</a>	
<b>Partner Program - Signatory Authority (Name, Job Title, email):</b> Demetris Melis, Commissioner, <a href="mailto:demetrios.melis@vec.virginia.gov">demetrios.melis@vec.virginia.gov</a>	
<b>Partner Program State Contact:</b> Jason Padgett, Senior Analyst, <a href="mailto:Jason.padgett@vec.virginia.gov">Jason.padgett@vec.virginia.gov</a>	
<b>Partner Program Local Area Contact (Name, Job Title, email, and telephone number):</b> Kenneth Ingham, Regional Tax Representative, <a href="mailto:Kenneth.Ingham@vec.virginia.gov">Kenneth.Ingham@vec.virginia.gov</a>	
<b>List of Services to be Made Available Through the Virginia Career Works Center(s)</b>	
<b>Partner will participate in the following manner (indicate Center Name and type of contact):</b>	
<b>1. Permanent Presence and Service Provision</b>	
<b>2. Itinerant Presence and Service Provision</b>	
<b>3. Service Provision Only</b>	In-person assistance in partnership with Virginia Works staff and virtually through VEC staff.
<b>List services to be made available below (add additional pages if needed):</b>	
<b>Unemployment Compensation:</b> <ul style="list-style-type: none"> <li>Provision of information and claim filing through the online Virginia Unemployment Insurance System (VUIS) and through the telephone from the customer contact center. meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.</li> <li>Meaningful assistance may be provided on-site through a partnership with Virginia Works staff and the Virginia Employment Commission, where Virginia Works staff that are well trained in unemployment compensation claims filing and the benefit rights and responsibilities of claimants. This assistance may also be provided by phone or via other technology.</li> <li>Tax Representatives may also assist business customers in-person or virtually.</li> <li>Customer Escalation Specialists may also assist customers in-person or virtually.</li> </ul>	

## Authority and Signature

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

By signing my name below, I, Nicole Overley, certify that I have read the information contained in this One Stop Center Memorandum of Understanding for Virginia Career Works - Crater Region effective the 1st day of July, 2025. 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. By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) Two (2) years from effective date or June 30, 2027
- b) Upon modified termination, whichever occurs earlier.

  
Signature

10/30/25  
Date

Nicole Overley, Commissioner  
Print Name and Title

Virginia Works  
Agency Name



## Attachment B: Partner Program Services

<b>Partner Program: Virginia Works</b>  <b>Website:</b> WWW.Virginiaworks.gov	
<b>Partner Program - Signatory Authority (Name, Job Title, email):</b> Nicole Overlay, Commissioner, nicole.overlay@virginiaworks.gov <b>Partner Program Local Area Contact (Name, Job Title, email and telephone number):</b> Antonishia Simon, Area Manager, antonishia.simon@virginiaworks.gov	
<b>List of Services to be Made Available Through the Virginia Career Works Center(s)</b>	
<b>Partner will participate in the following manner (indicate Center Name and type of contact):</b>	
1. Permanent Presence and Service Provision	Wagner Peyser, JVSG, RESEA
2. Itinerant Presence and Service Provision	
3. Service Provision Only	
<b>List services to be made available below (add additional pages if needed):</b> Basic career services Individualized career services for eligible Veterans and select claimants	