

MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHWEST REGIONAL WORKFORCE DEVELOPMENT BOARD
AND CONNECTICUT STATE COMMUNITY COLLEGE
ON BEHALF OF
NAUGATUCK VALLEY AND NORTHWESTERN CAMPUSES

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this Memorandum of Understanding (MOU) shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC operator and Connecticut State Community College (herein referred to as "CT State" or "the Partner"), for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

I. Purpose of MOU

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for ensuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, and enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

II. Parties to the MOU

This MOU is between the following Workforce Development Boards (herein referred to as "WDB"):

- Capital Workforce Partners, One Union Place, Hartford, Connecticut
- Workforce Alliance, 560 Ella T. Grasso Blvd., New Haven, Connecticut
- The WorkPlace, 1000 Lafayette Blvd., Bridgeport, Connecticut
- Northwest Regional Workforce Investment Board ("NRWIB"), 249 Thomaston Avenue, Waterbury, Connecticut
- Eastern Connecticut Workforce Investment Board, 108 New Park Avenue, Franklin, Connecticut

and Connecticut State Community College (“CT State”) on behalf of its Naugatuck Valley and Northwestern Campuses, with a primary address of 185 Main Street, New Britain, CT 06051. NRWIB and CT State may be referred to herein each individually as a “Party” and collectively as the “Parties.”

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker; YouthBuild; and Title V Older Americans Act.

III. Duration of Agreement

This MOU is effective for the period July 1,2024 through June 30,2027. Pursuant to the legislation, this MOU can be extended through the amendment process based on written approval of all partners. See section XII, Modification/Termination.

IV. Coordination Service Delivery Activities

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- A. Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- B. Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- C. Promote direct access to services through real-time technology.
- D. Promote information sharing and coordination of activities to improve the performance of the One-Stop/AJC system in part through the use of data access agreements.
- E. Promote the development and implementation of a more unified system of measuring program performance and accountability.

V. Services available through the One-Stop/AJC System

Parties agree to coordinate services in the implementation of a workforce development system that:

- A. Are committed to a customer-focused comprehensive delivery system.
- B. Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed through the One-Stop/AJC system.
- C. Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- D. Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the One-Stop/AJC system by the responsible party(ies) listed.

Career Services as described in WIOA Sec. 134(c) (2) is available to **Adults, Youth and Dislocated Workers** through the One-Stop/AJC delivery system or through referrals or contracts for services.

CAREER SERVICES	Responsible Party
Outreach, intake and orientation to the services available through the One-Stop delivery system	AJC
Initial assessment of skill levels (including literacy, numeracy and English language proficiency), aptitudes, abilities (and skill gaps), and supportive service needs	CT State & AJC

Job search and placement assistance and career counseling, including the provision of information on in demand industry sectors and occupations; and the provision of information on non-traditional employment	CT State & AJC
Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system, and in appropriate cases, other workforce development programs.	CT State & AJC
Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including job vacancy listings in such labor market areas; information on job skills necessary to obtain the jobs described in the job vacancy listings; and information relating to local occupations in demand and the earnings, skills requirements and opportunities for advancement for such occupations.	AJC
Provision of program performance and cost information on eligible providers of training services.	AJC
Information on the performance of the local area and the One-Stop delivery system in a format that is usable and understandable to One-Stop/AJC customers	AJC
Information on the availability of, and referral to, supportive services in the local area, including child care & transportation, and referral to such services needed in a format that is usable by and understandable to One-Stop/AJC customers	AJC
Assistance in establishing eligibility for programs of financial aid assistance for other training and education programs available in local area	AJC
Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers	CT State & AJC
Development of an individual employment plan, to identify the employment goals and career pathways to attain career objectives	AJC
Group counseling	AJC
Individual Counseling	AJC
Career planning	CT STATE & AJC
Short term pre-vocational services	AJC
Workforce preparation activities	AJC
Determine Adult eligibility to receive assistance under Title I of WIOA	AJC
Determine Dislocated Worker eligibility to receive assistance under Title I of WIOA	AJC
Follow-up services (including workplace counseling) for 12 months for individuals participating in Title I funded activities who are placed unsubsidized employment	AJC
Referral to Financial literacy services	AJC
Internships and work experience	AJC
Out-of-area job search assistance and relocation assistance	AJC
English language acquisition	AJC

Training Services: WDB will ensure access to training as described in WIOA § 134 (d) for Adults and Dislocated Workers and may include the following:

TRAINING SERVICES	Responsible Party
Occupational skills training, including training for non-traditional employment	CT STATE & AJC
Subsidized employment	AJC
On-the-job training	AJC
Incumbent Worker Training in accordance with subsection (d)(4)	AJC
Programs that combine workplace training with related instruction, which may include cooperative education programs	AJC
Training programs operated by the private sector	AJC

Skill upgrading and retraining	AJC
Entrepreneurial training	AJC
Transitional jobs in accordance with sub-section (d)(5)	AJC
Job readiness training provided in combination with services described in any of clauses (i) through (viii)	AJC
Adult Education and Literacy activities including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with any of the above training services except transitional jobs and job readiness training	AJC
Customized training conducted with a commitment by an employer or employer group to employ an individual upon successful completion of the training	AJC

In addition to the services indicated above, the Parties agree:

- A. CT STATE will promote the use of the One-Stop/AJC to its individuals by distributing literature, as appropriate.
- B. CT STATE will refer individuals to the One-Stop/AJC for services as appropriate.
- C. CT STATE will supply information on its services to the One-Stop/AJC for distribution to customers.
- D. Representatives of CT STATE, the One-Stop/AJC and NRWIB will meet, as needed, to identify service needs.
- E. The One-Stop/AJC system will refer customers to CT STATE, as appropriate.

VI. Employment Related Workshops

The Parties agree to work together to ensure the delivery of relevant employment-related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers. Each local/regional area will determine which Party will be responsible for workshop delivery based on needs, location, and resources (human and fiscal).

VII. Referral Arrangements

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- A. Each party will have information and receive training about the services of all partner agencies within the One-Stop/AJC.
- B. Customers accessing services through One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- C. When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide the customer a referral to the other agency.
- D. The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and determination of appropriateness.

VIII. Cost Allocation and Resource Sharing Methodology

The Parties agree to fund infrastructure costs based on the proportionate share of use by CT STATE and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing.

The Partner's contribution is based on the per square footage costs by percentage of use of the area (cubicle or training room) that is occupied in the corresponding AJC. The infrastructure cost allocation base is per square footage in all 3 AJC's.

- A. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the One-Stop (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the One-Stop, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.
- B. IFA Budget Summary is detailed in Attachment A.
- C. The parties agree that this section of the MOU represents the cost contributions of the WIOA required partner programs administered by CT STATE.
- D. No later than May 1 of each year, the Budget and allocation base will be reviewed, and Partner contributions updated based on actual costs in the AJC at the time of the review projected as of July 1 for the coming program year.

IX. Confidentiality of Information

To safeguard information, the Parties agree:

- A. Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- B. Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

X. Equal Opportunity and Access to Services

The One-Stop/AJC system provides equal access to all jobseekers. The Parties agree:

- A. The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
- B. The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
- C. One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.
- D. Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
- E. The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
- F. The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

XI. Severability

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

XII. Modification/Termination

- A. This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties and approved by the Office of the Attorney General, when applicable. Submission of a revised MOU does not necessarily require a modification to the local plan.
- B. Revisions to this Agreement's objectives, services, or plan must be approved in writing by the Parties. A formal amendment, in writing, shall not be effective until executed by all parties to the Agreement, and shall be required for extensions to the final date of the Agreement period and any other revision determined material by the Parties.
- C. Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

XIII. Connecticut Terms - References in this section to "contract" shall mean this MOU and references to "contractor" shall mean the NRWIB.

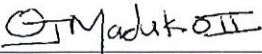
- A. Nondiscrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- B. Executive Orders and Other Enactments. (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments. (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it. (c) This contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
- C. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction

of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- D. Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- E. Claims Against the State. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- F. Family Educational Rights and Privacy Act (FERPA). In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
- G. Dispute Resolution. The Parties agree to negotiate to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable resolution within a reasonable amount of time.
- H. Counterparts. This MOU may be executed in multiple counterparts, each one of which when so executed, shall in a digital scan or image constitute a valid and binding original.

XIV. Signatures

For the CT State



Dr. John Maduko, M.D.

12/13/2024
Date

For the Northwest Regional Workforce Investment Board:

George LaCapra, Board Chair

Date



Paul Pernerewski, Chief Elected Official Council

12/26/2024
Date