

Penobscot Job Corps Center & Division of Vocational Rehabilitation

Memorandum of Understanding

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set forth the commitments of Penobscot Job Corps Center (PJCC) and the Maine Bureau of Rehabilitation Services, Division of Vocational Rehabilitation (DVR) to meet the needs of youth and young adults with disabilities and to better coordinate the process of their transition to employment.

AUTHORITY

The legal basis for this Memorandum is found in the following federal and state statutes:

Vocational Rehabilitation

Rehabilitation Act of 1973, as amended (Public Law 93-112)

Rehabilitation Act as amended by the Workforce Innovation and Opportunity Act (Public Law 113-128 (29 U.S.C. Sec. 3101, et. seq.))

26 M.R.S. § 1411-D

Title 28, MRSA

Section 504

Section 804 of the Rehabilitation Act of 1973

Job Corps

Title I-C of the Workforce Innovation and Opportunity Act (Public Law 113-128 (29 U.S.C. Sec. 3101, et. seq.))

PROGRAM DESCRIPTIONS

Division of Vocational Rehabilitation

Maine's Division of Vocational Rehabilitation (DVR) assists eligible individuals with disabilities who wish to achieve or retain employment in the community. Any individual who is committed to work and has a disability that creates a barrier to employment is encouraged to apply for assistance. Services begin with an application, eligibility determination, and a comprehensive assessment of rehabilitation needs. Counseling and guidance, the development of an individualized employment plan, and provision of services required for a specific employment goal then help people move to successful job placement. Students with a disability, age 14 to 21 are encouraged to request Pre-Employment Transition Services or may be referred for individualized transition services within two years of graduation or exit from high school.

Job Corps

The Office of Job Corps is located within the US Department of Labor's Employment and Training Administration. Job Corps is a free education and training program that helps young people learn a career, earn a high school diploma (HSD) or high school equivalency (HSE), and find and keep a good job. For eligible young people at least 16 years of age that qualify as low income, Job Corps provides the all-around skills needed to succeed in a career and in life.

RESPONSIBILITY OF EACH PARTY

It is the Understanding of Penobscot Job Corps Center operated by Career Systems Development Corporation under contract with the US Department of Labor; and State of Maine Division of Vocational Rehabilitation that Penobscot Job Corps Centers located in the State of Maine will provide an alternative educational option for young adults who desire an affiliation with the Division of Vocational Rehabilitation.

Penobscot Job Corps Center offers the DVR the following:

The Center will deliver:

- Year round access in career technical training.
- Basic education, HSE/HSD, and academic upgrades.
- Residential facilities for Individuals who may benefit from leaving their current living environment or a non-residential component for individuals, including daily transportation if eligible.
- A structured program that stresses attendance, accountability, work maturity progress and performance, and job placement assistance.
- Basic medical/dental services, clothing allowance, bi-weekly cash stipend, readjustment allowance.
- Monetary awards based on progress and performance in the program.

The Center will refer:

- Maine youth with disabilities, when applicable. Referrals will be submitted through the Regional Office of Vocational Rehabilitation for processing.

The Centers will provide:

- Job Corps promotional materials to all DVR offices.
- Ongoing training for DVR staff on the Job Corps program and Admissions Services.
- Intake services (interviews and application assistance) for potential youth at DVR or Job Corps Center offices.
- A point-of contact, which will be assigned to PJCC's Counseling Manager and/or the youth's Career Counselor.

The Division of Vocational Rehabilitation offers Penobscot Job Corps Center the following:

DVR will provide:

- Information and assistance to clients interested in pursuing alternative educational opportunities at Penobscot Job Corps Center.
- In conjunction with Job Corps staff, access to Pre-Employment Transition Services for VR eligible or potentially eligible Job Corps students up to age 21.
- Referrals to Job Corps staff, as appropriate.
- Regular meetings at Penobscot Job Corps Centers between a VR Counselor and any students who are also VR clients.
- The Division of Vocational Rehabilitation will provide case transfer information to the Regional Vocational Rehabilitation office where the student will be residing upon completion of Penobscot Job Corps Center.

DVR will distribute:

- Literature related to opportunities within the Job Corps training program to DVR clients.

DVR will share (given a signed release by the client):

- Results of the client's participation in the Career Exploration Workshop including the Employment Readiness Scale and World of Work Inventory assessments.
- A record of participation in Pre-Employment Transition Services activities.
- Job placement assistance for students exiting Penobscot Job Corps Center who are VR clients. Communications regarding employment will be maintained between the VR counselor and the center-based Placement Specialist to discuss transition for job search (90 days) prior to leaving Center.

DVR will process:

- Applications for DVR services on youths with disabilities who enter Penobscot Job Corps Centers and desire such services. This process will include an in person intake meeting between a VR counselor and the student.

FUNDING

This agreement does not involve any financial compensation or exchange of funds between PJCC and DVR. However, it is the expectation that in the development and implementation of services, PJCC and DVR may provide in-kind resources and will promote cost efficiency and non-duplication through collaboration. Nothing in this agreement relieves either party of the responsibility to provide or pay for any service that the agency would otherwise provide to a student with disabilities who meets the eligibility criteria of that agency.

CONFIDENTIALITY, APPEALS, AND DUE PROCESS

Due process and confidentiality rules and procedures will be followed by each agency in accordance with its own respective federal and/or state laws and regulations. Recipients of serviced under this agreement will be provided information relative to the appeals procedures of each program in which they are involved.

IMPLEMENTATION

Ongoing Coordination

Effective implementation requires ongoing communication and sharing of information between the parties. It is especially critical that any changes in resources, regulations, policies, and procedures that affect students served jointly by PJCC and DVR be immediately communicated and that coordinated efforts are made to mitigate any negative impact that may occur as a result of those changes. Program activities should not supplant existing outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.

Record Retention

All client records must be retained for four years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the subcontractor level, but must be available for review for four years from the date of quarterly claim submittal. Administrative records must be retained for five years.

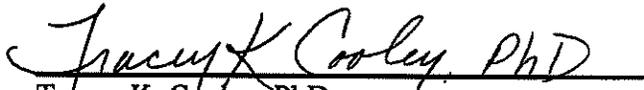
Interagency Disputes

If disagreements arise regarding any aspect of the implementation of this MOU, they should first be attempted to be resolved between the specific parties involved. If this is unsuccessful, the dispute should be taken to the next successive leadership level until resolution is achieved.

AMENDMENTS & TERMINATION

Changes or addendums to this MOU shall only be made upon written request from either party following discussion and written agreement by both parties. The terms of this MOU shall not be waived, modified, or amended except by mutual written agreement. This MOU will be reviewed by the parties on a semi-annual basis. The MOU may be terminated by either party upon thirty (30) days written notice.

SIGNATURES


Tracey K. Cooley, PhD
Center Director, Penobscot Job Corps

Date: 5/30/18


Libby Stone-Sterling
Director, Division of Vocational Rehabilitation

Date: 5/30/18