

MEMORANDUM OF UNDERSTANDING



MISSISSIPPI VALLEY WORKFORCE AREA (MVWA)

Effective July 1, 2021 – June 30, 2024

Table of Contents

| | |
|--|----|
| Iowa <i>WORKS</i> System Operations | 4 |
| Introduction..... | 4 |
| Purpose | 5 |
| Iowa <i>WORKS</i> System Structure..... | 6 |
| Service Design | 6 |
| Referrals | 10 |
| Accessibility | 10 |
| Outreach | 11 |
| Data Sharing | 12 |
| Monitoring | 13 |
| Dispute Resolution | 13 |
| Terms and Conditions | 14 |
| Confidentiality | 14 |
| Non-Discrimination and Equal Opportunity | 15 |
| Indemnification | 15 |
| Severability | 15 |
| Drug and Alcohol-Free Workplace | 15 |
| Certification Regarding Lobbying | 16 |
| Debarment and Suspension | 16 |
| Priority of Service | 16 |
| Buy American Provision | 16 |
| Salary, Compensation, and Bonus Limitations | 16 |
| Non- Assignment | 17 |
| Governing Law | 17 |
| Amendment/ Modification | 17 |
| Termination | 17 |
| Effective Period | 18 |
| MOU Attachments..... | 19 |
| Attachment A-1: Iowa<i>WORKS</i> Office Locations | 20 |
| Attachment A-2: Partners’ Other Locations in the MVWA | 21 |
| Attachment B: Partners/ Parties to this Agreement | 22 |

Attachment C: Partner Services List 24

Attachment C-1: Career Services 26

Attachment C-2: Training Services 30

Attachment C-3: Youth Services 32

Attachment C-4: Business Services 34

Attachment C-5: Services not in Comprehensive or Affiliate Locations 36

Attachment D: Referral Process 37

Attachment E: Accessibility Plan 39

Attachment F: Outreach Plan..... 41

Attachment G: Data Sharing Training Plan 43

Attachment H: Dispute Resolution Process..... 44

Attachment I: Amendment/ Modification Process..... 46

Attachment J: Termination Process..... 47

Attachment K: Negotiations/ Meeting Summary 48

Signature Page 49

Definitions..... 50

Iowa*WORKS* System Operations

This Memorandum of Understanding (MOU) is executed between the Mississippi Valley Workforce Area (MVWA) Local Workforce Development Board (LWDB), the Iowa*WORKS* system Partners (Partners), and the Chief Lead Elected Official (CLEO). They are collectively referred to as the “Parties” to this MOU.

This MOU confirms the understanding of the Parties regarding the operation and management of the Iowa*WORKS* Centers in the MVWA. The LWDB, along with the CLEO, provides oversight of workforce services in the MVWA.

The MVWA includes the following counties: Jackson, Clinton, Scott, Muscatine, Louisa, Lee, Des Moines, and Henry.

The CLEOs for the MVWA are Jack Willey who is a member of the Jackson County Board of Supervisors and co-CLEO Brad Quigley, who is a member of the Louisa County Board of Supervisors

Pursuant to the Workforce Innovation and Opportunity Act (WIOA) section 121(d), the LWDB will select a One Stop Operator and will amend this MOU to include the One Stop Operator after the competitive procurement is complete.

Introduction

Congress enacted WIOA to strengthen our country's workforce development system by aligning its employment, training, and education programs. This alignment of program services will combine with a metrics-based assessment of performance to improve our workforce development system. WIOA prioritizes a forward- looking one-stop system that provides integrated employment, training, and education programs responsive to the employment needs of the system's customers: job seekers, employees, and businesses. This focus will result in a one-stop system that will lead to economic growth for the individual, State, and nation.

Iowa has previously taken steps to integrate and streamline its workforce services, but WIOA requires further integration between agencies and programs. The Parties to this MOU will come together to develop a partnership for workforce services delivery that fosters cooperation, collaboration, communication, and accessibility. This MOU sets forth the framework for local - level collaboration in pursuit of attaining the goals and meeting the requirements set forth by WIOA.

Iowa's one-stop delivery system is a locally driven system that provides the programs and services to achieve the goals set forth in the Iowa Unified State Plan:

- Goal I – Iowa’s employers will have access to skilled, diverse, and Future Ready workers.
- Goal II – All Iowans will be provided access to a continuum of high-quality education, training, and career opportunities.
- Goal III – Iowa’s workforce delivery system will align all programs and services in an accessible, seamless, and integrated manner.

These goals will be accomplished by providing all customers in each local area across the state access to a high-quality one-stop system with the full range of services available in their communities.

Purpose

The purpose of this MOU is to define the parameters within which education, workforce, and other Partner programs and entities operating in the MVWA create a seamless, customer focused IowaWORKS Center that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, Partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

The purposes of this MOU are to:

- Establish a cooperative working relationship among Partners.
- Define respective Party roles and responsibilities.
- Coordinate resources to prevent duplication.
- Develop a one stop system that creates a seamless customer experience.
- Ensure the effective and efficient delivery of workforce services.
- Establish joint processes and procedures that will enable Partners to align and integrate programs and activities across the local area one stop system.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Coordinate to implement state workforce development initiatives.
- Ensure an accessible workforce system for all.

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. This makes it imperative for the workforce system to continuously adapt and reframe strategies and policies designed to support employers and develop job seekers. The goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

Mission and Vision Statement

VISION - Create strong local economies by developing a future ready workforce of skilled workers prepared to meet the needs of current and emerging industries.

MISSION - The Mississippi Valley Workforce Development Board (MVWDB) will achieve our vision through strengthening collaboration with local businesses and jobseekers. We will improve access to our dedicated workforce Partners through a fully integrated one-stop delivery system. Decisions will be data driven to enhance our local economies and quality of life for our communities.

IowaWORKS System Structure

The MVWA is made up of two comprehensive centers and currently has no affiliate centers. IowaWORKS System locations are listed in Attachment A-1 and Attachment A-2.

Partners/ Parties to this Agreement are listed in Attachment B.

The MVWA LWDB will select the One Stop Operator, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement standards, laws, and regulations. All documentation for the competitive One Stop Operator procurement process and selection once completed may be viewed on the MVWA website at www.mississippivalleyworkforce.org.

By signing this Agreement, Parties attest that the centers identified as Comprehensive, and Satellite meet the definition as outlined in the Core Partner Agency jointly issued policy “Characteristics of the One Stop Delivery System.”

Service Design

WIOA Section 121 identifies the Federal programs and requires that the services and activities under each of those programs must be made available through each local area’s One Stop Delivery System. The entities that receive the Federal funds for each of these programs and/or have the responsibility to administer the respective programs in the local area are required Partners under WIOA. One stop center’s provide services to individual customers based on individual needs, including the seamless delivery of multiple services to individual customers. There is no required sequence of service.

Roles and Responsibilities

Chief Lead Elected Official (CLEO)¹

While not an exhaustive list of duties, the CLEO will, at a minimum:

- In partnership with the LWDB and Partners develop and submit a Local Plan that includes a description of the activities that shall be undertaken within the local system.
- Approve all significant actions of the LWDB including, but not limited to,
 - Competitive selection of a One Stop Operator and other providers
 - Termination of One Stop Operator and other providers, if necessary
 - LWDB Budget
 - MOU and Infrastructure Funding Agreement(s)
- In partnership with the LWDB, conduct ongoing oversight of workforce development activities to assure appropriate management and use of funds and to maximize performance outcomes.

Local Workforce Development Board²

The primary role of the LWDB is to serve as a strategic convener to promote and broker effective relationships throughout the MVWA. The LWDB must develop strategies to continuously improve and strengthen the workforce system through innovation in, and alignment and improvement of, employment, training, and education programs to promote economic growth. While not an exhaustive list of duties, the LWDB will, at a minimum:

- In partnership with the CLEO and Partners develop and submit a Local Plan that includes a description of the activities that shall be undertaken within the local system.
- Conduct workforce research and regional labor market analysis.
- Convene, broker, and leverage workforce system stakeholders.
- Lead efforts in the local area to:
 - Engage with a diverse range of employers and other entities.
 - Develop and implement career pathways opportunities.
- In partnership with the CLEO, conduct ongoing oversight of workforce development activities to assure appropriate management and use of funds and to maximize performance outcomes.

One Stop Operator³

Once selected the primary role of the One Stop Operator is to coordinate service delivery among Partners of the Iowa*WORKS* system.

- Hold monthly core Partner meetings.
- Hold quarterly required Partner meetings.
- Implement relationship building activities to assist in the integration of one-stop Partner programs.
- Implement a customer survey for continuous improvement.

¹ [IWD Policy #1.2.1 CEO Roles and Responsibilities](#)

² [IWD Policy #1.4.3.1 Local Board Required Functions](#)

³ [IWD Policy #1.4.7.1 Role of the One Stop Operator](#)

- Implement and oversee the referral process between Partners, including follow-up, tracking, reports, and continuous improvement.
- Ensure cross training of staff for core Partner programs.
- Be the point of contact regarding issues pertaining to customer complaints that are substantive to the required Partners operating in the comprehensive, affiliate, and satellite One-Stop Centers.
- Collaborate with Workforce Development Partners on job fairs, recruitment events and other related activities.
- Assist in the development of an overall system-wide outreach plan and outreach strategies, including giving presentations to local organizations.
- Manage the social media presence of the MVWA per Iowa Workforce Development Policy.
- Assist the board in ensuring all Partners are fulfilling responsibilities as outlined in the MOU.

Note: The One Stop Operator 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 MVWA. LWDB is responsible for the negotiated performance measures, strategic planning, budgets, and One-Stop Operator oversight (including monitoring).

I IowaWORKS Partners⁴

The management of the one-stop system is the shared responsibility of the LWDB, CLEO, WIOA core program Partners, required one-stop Partners, One Stop Operators, service providers, and any non-mandatory Partners added to the local system by the LWDB and CLEO. In other words, the system is a total collaborative for the planning, operations, and management of local workforce services.

All Partners should be aware of their responsibility under the law. All Partners **must**:

1. Provide access to their programs through the IowaWORKS System.
2. Use their program's funds to:
 - a. Provide career services.
 - b. Maintain the one-stop system and jointly fund it.
3. Sign the MOU with the LWDB.
4. Participate in the operation of the system.
5. Provide representation on the LWDB, as required, and participate on committees of the LWDB, as needed.
6. Each system Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

⁴ 20 CFR 678.420

7. System Partners will further promote system integration to the maximum extent feasible through effective communication, information sharing, and collaboration with the One Stop Operator.
8. The use of common and/or linked data management systems when applicable,
9. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Required Partner Services

The Parties to this Agreement will collaborate to ensure all required and needed services are available to Iowans and Iowa businesses and will work to ensure each Iowa*WORKS* location offers integrated services and have staff who work to ensure quality service delivery.

Methods for providing access to each of the required services:

- Option 1 – Having a program staff member physically present at the American Job Center (AJC).
- Option 2 – Having a staff member from a different Partner program physically present at the AJC and appropriately trained to provide information to customers about the programs, services, and activities available through all Partner programs.
- Option 3 – Making available a direct linkage through technology to a program staff member who can provide meaningful information or services.

Services delivered within the system are outlined in the Partners Services section in Attachment C.

Basic Career Services

Basic Career Services are universally accessible and must be made available to all individuals seeking employment and training services in at least one comprehensive Iowa*WORKS* Center per local workforce development area. Each Partner's method of providing Basic Career Services in the Iowa*WORKS* System is identified in Attachment C-1.

Individualized Career Services

Individualized career services must be provided after Iowa*WORKS* Center staff determine that such services are required to retain or obtain employment, consistent with any applicable statutory priorities. Each Partner's method of providing Individualized Career Services in the Iowa*WORKS* System is identified in Attachment C-1.

Training Services

Training services can be critical to the employment success of many adults and dislocated workers. Iowa*WORKS* Center staff may determine training services are appropriate regardless of whether the individual has received basic or individualized career services first, and there is no sequence of services requirement. Each Partner's method of providing Training Services, if applicable, is identified in Attachment C-2.

Follow up Services

Local areas must provide follow up services for Adult and Dislocated Worker participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

Youth Services

Services for youth, ages 14-24, can be critical to credential attainment and obtaining meaningful work experience. Each Partner's method of providing Youth Services, if applicable, is identified in [Attachment C-3](#).

Business Services

Business services must be made available to local employers. Local areas must establish and develop relationships and networks to support these efforts. Business Services, offered by the IowaWORKS System, should be collaborative across Partners. Each Partner's method of providing Business Services, if applicable is identified in [Attachment C-4](#).

Referrals

The purpose of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers.

All referrals and outcomes of referrals must be documented and tracked. Documentation and tracking may occur via a paper process or utilizing the IowaWORKS case management system, if applicable. If a paper process is utilized, all papers must be in accessible formats.

In order to facilitate and promote such a system, each Party agrees to the Referral Process outlined in [Attachment D](#).

Accessibility

Accessibility to the services provided by the IowaWORKS Centers and all Partner agencies is essential to meeting the requirements and goals of the IowaWORKS network. 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.

- 1. Physical Accessibility** – IowaWORKS 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, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

- 2. Virtual Accessibility** – The LWDB will work with the State Workforce Development Board (SWDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. 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.
- 3. 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 and barriers.
- 4. 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 Iowa*WORKS* Center 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 Iowa*WORKS* Center network.

The Parties to this MOU agree to participate on and with the Disability Access Committee (DAC) within the MVWA and agree to ongoing and regular communication and training with and / or by Partners regarding accessibility. The Parties agree to the Accessibility Plan outlined in Attachment E.

Outreach

The Parties recognize the value in joint outreach of the Iowa*WORKS* System and agree to collaboratively conduct outreach activities to customers, employers and job seekers, of the

system. The Parties agree to the Outreach Plan in [Attachment F](#). 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.
- Development of a unified business services team.
- Alignment with sector strategies and career pathways.
- Connections to Registered Apprenticeship.
- Focus on outreach to human resource professionals.
- Focus on local area's job seekers, including targeted efforts for populations most at risk or most in need.
- Regular use of social media.
- An outreach toolkit available for all partners.
- Clear objectives and expected outcomes.
- Leveraging of any statewide outreach materials relevant to the local area.

Data Sharing

Partners agree that the use of high-quality, data is essential to inform decisions made by policymakers, employers, and job seekers. Partners further agree that the collection, use, and disclosure of customer' 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 these requirements.

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

1. Customer PII will be properly secured in accordance with the LWDB's policy and procedure regarding the safeguarding of PII.
2. 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.
3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
5. Customer data may be shared with other programs, for those programs' purposes, within the Iowa*WORKS* Center network only after written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. 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 CFR 794(d).

All Partner staff will be trained 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. The Parties to this MOU agree to the Data Sharing Training Plan outlined in [Attachment G](#).

Monitoring

The LWDB, or its designated staff, officials from state and local administrative entities, the US Departments of Education, Health and Human Services, and Labor have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies.
- Those laws, regulations, and policies are enforced properly.
- Performance data is recorded, tracked, and reviewed for quality to ensure accuracy and completeness.
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met.
- Appropriate procedures and internal controls are maintained, and record retention policies are followed.
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Dispute Resolution

For purposes of this MOU and for Iowa*WORKS* System related issues, each Party expressly agrees to participate in good faith negotiations to reach a consensus. However, should a dispute arise among any Parties to this MOU regarding the contents of this MOU and including the process to develop, amend or renew or in matters pertinent to Iowa*WORKS* operations or activities not addressed in this MOU, all Parties agree to utilize the process included in the attachment cited below. The administrators of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state level partners.

Any local Dispute Resolution Process should include thorough attempts to resolve the issues locally. After reasonable attempts have been made to resolve the dispute locally and in adherence to the Dispute Resolution Process, then and only then can the dispute be elevated to a state level for action.

This MOU is legally binding. Therefore, if all reasonable attempts to resolve any impasse are unsuccessful, it may be remedied in court. Dispute Resolution Process in [Attachment H](#).

Terms and Conditions

The Parties to this MOU agree to the following Terms and Conditions:

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from education records, such as but not limited to 20 CFR 603, 45 CFR 205.50, 20 USC 1232g, and 34 CFR 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all 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 obligation 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 the requirements in 20 CFR 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. By signing this MOU, the Parties attest that their respective agency's Confidentiality Policies have been reviewed and are not in conflict with the confidentiality section of this MOU.

Non-Discrimination and Equal Opportunity

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. The Parties agree to fully comply with the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 (1973), as amended by Iowa Executive Order 1934 (1988).

Indemnification

All Parties to this MOU recognize the partnership consists of various levels of government, not-for-profit entities, 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 the MVWA LWDB and the MVWA One Stop Operator have no responsibility and/or liability for any actions of the Iowa *WORKS* Center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the MVWA LWDB or the MVWA One Stop Operator.

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 force.

Drug and Alcohol-Free Workplace

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

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §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

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

All Parties certify that they will adhere to all 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. §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

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. §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

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGP 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-

234, 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

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

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

Amendment/ Modification

This MOU may be amended at any time upon mutual agreement of the Parties. Any amendment to this MOU must be consistent with Federal, state, and local laws, regulations, rules, plans and policies. Any amendment must adhere to the process outlined and referenced below. Amendments or modifications may only be proposed by Partner program signatories. All Parties to this MOU agree to the MOU Amendment/ Modification Process provided in Attachment I.

Termination

The Parties understand that implementation of the one stop system is dependent upon good faith effort to work together to improve services to the community. It is understood and agreed that there are situations which may cause a Party to cease being a Party to this MOU. Termination of this agreement may only be proposed by Partner program signatories.

This MOU will remain in effect until the end date specified in the Effective Period section below, 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 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 Workforce Development Area designation is changed under WIOA or by action of the Iowa State Workforce Development Board.

All Parties to this MOU agree to the Termination Process provided in Attachment J.

Effective Period

This MOU is entered into on July 1, 2021. This MOU will become effective as of the date of signing by the final signatory below unless any of the reasons in the Termination section above apply. Regardless of the effective period of this agreement, the Parties agree to review the contents of this agreement at least one time annually. This agreement shall be in effect until June 30, 2024.

MOU Attachments

Attachment A-1: IowaWORKS Office Locations

| | |
|--------------------------------------|---|
| Comprehensive Center Name | Burlington IowaWORKS |
| Center Manager Name and Title | Carolyn Farley, Operations Manager |
| Mailing Address | 550 S Gear Avenue, Ste 35, W. Burlington, IA |
| Operating Hours | 8:30 a.m. – 4:30 p.m. |
| Phone | 319-753-1671 |
| Email | BurlingtonIowaWORKS@iwd.iowa.gov(link sends e-mail) |
| Website | https://www.iowaworks.gov/vosnet/Default.aspx |

| | |
|--------------------------------------|---|
| Comprehensive Center Name | Davenport IowaWORKS |
| Center Manager Name and Title | Jeremy Ritchie, Operations Manager |
| Mailing Address | 1801 E Kimberly Rd. Suite A, Davenport, IA 52807 |
| Operating Hours | 8:30 a.m. – 4:30 p.m. |
| Phone | 563-445-3200 |
| Email | DavenportIowaWORKS@iwd.iowa.gov(link sends e-mail) |
| Website | https://www.iowaworks.gov/vosnet/Default.aspx |

Attachment A-2: Partners' Other Locations in the MVWA

| Partner | Location | Address | City, State |
|-------------|------------------------------------|------------------------------|-----------------------------|
| EICC-AEL | Clinton Community College (CCC) | 1000 Lincoln Blvd | Clinton, IA 52732 |
| EICC-AEL | CCC Maquoketa Center | 501 W Washington St | Maquoketa, IA 52060 |
| EICC-AEL | Muscatine Community College | 152 Colorado St | Muscatine, IA 52761 |
| EICC-AEL | MCC West Liberty Center | 119 E Third St | West Liberty, IA 52776 |
| EICC-AEL | MCCC Columbus Junction Center | 1208 Colton St | Columbus Junction, IA 52738 |
| EICC-AEL | Scott Community College | 2950 N Fairmount St | Davenport, IA 52804 |
| WP/JVSG/REO | Residential Correctional Facility | 605 Main | Davenport, IA 52804 |
| WP/JVSG/REO | Residential Correctional Facility | 835 Valley | Burlington, IA 52601 |
| WP/JVSG/REO | Iowa State Penitentiary | 2111 330th Ave | Ft Madison, IA |
| WP/JVSG/REO | Mt. Pleasant Correctional Facility | 1200 E Washington | Mt. Pleasant, IA |
| CTE | Southeastern Community College | 1500 W Agency Rd. | West Burlington, IA 52655 |
| CTE | Southeastern Community College | 335 Messenger Rd | Keokuk, IA 52632 |
| CTE | Southeastern Community College | 712 6th Street | Fort Madison, IA 52627 |
| SCC-AEL | Southeastern Community College | 1500 West Agency Rd. | West Burlington, IA 52655 |
| SCC-AEL | Southeastern Community College | 335 Messenger Rd | Keokuk, IA 52632 |
| AEL SCC-AEL | Southeastern Community College | 200 N Main Street | Mt. Pleasant, IA 52641 |
| SCC-AEL | Southeastern Community College | 712 6th Street | Ft. Madison, IA 52627 |
| IVRS | Vocational Rehabilitation | 3827 W Locust St | Davenport, IA 52804 |
| SCSEP | AARP Foundation | 100 E Kimberly Rd Ste 302 | Davenport, IA 52806 |
| SCC-AEL | Iowa State Penitentiary | 2111 330th Ave | Ft Madison, IA |
| SCC-AEL | Mt. Pleasant Correctional Facility | 1200 E Washington | Mt. Pleasant, IA |
| CTE – EICC | Clinton Community College | 1000 Lincoln Blvd | Clinton, IA |
| CTE – EICC | Clinton Maquoketa Center | 501 W Washington Street | Maquoketa, IA |
| CTE – EICC | Clinton Technology Center | 1951 Manufacturing Drive | Clinton, IA |
| CTE – EICC | John T Blong Technology Center | 8500 Hillandale Rd | Davenport, IA |
| CTE – EICC | Muscatine Ag Learning Center | 3200 Lucas Street | Muscatine IA |
| CTE – EICC | Muscatine Columbus Junction Center | 1208 Colton Street | Columbus Junction, IA |
| CTE – EICC | Muscatine Community College | 152 Colorado Street | Muscatine, IA |
| CTE – EICC | Scott Community College | 500 Belmont Rd | Bettendorf, IA |
| CTE – EICC | Scott Community College | 101 W 3 rd | Davenport, IA |
| CTE – EICC | The Button Factory | 215 W Mississippi Drive | Muscatine, IA |
| CTE – EICC | West Davenport Center | 250 Fairmount Street | Davenport, IA |
| CTE – EICC | West Liberty Center | 119 E 3 rd street | West Liberty, IA |
| CTE – EICC | Wilton Center | 1215 Cypress Street | Wilton, IA |

Attachment B: Partners/ Parties to this Agreement

| Partner | Program | Signer's Name | Address | Phone |
|---|--|--------------------------|--|----------------|
| MVWDB | CLEO | Jack Willey | 201 West Platt Street, Maquoketa, IA 52060 | 563-652-2318 |
| MVWDB | LWDB Board Chair | Dennis Duke | 1312 Sioux, Burlington, IA 52601 | 319-759-6826 |
| Arbor E&T, LLC dba Equus Workforce Solutions | Title I Adult | Mark Douglass | 805 N Whittington Pkwy Louisville, KY, 40222-7101 | (502) 630-7307 |
| Arbor E&T, LLC dba Equus Workforce Solutions | Title I DW | Mark Douglass | 805 N Whittington Pkwy Louisville, KY, 40222-7101 | (502) 630-7307 |
| Arbor E&T, LLC dba Equus Workforce Solutions | Title I Youth | Mark Douglass | 805 N Whittington Pkwy Louisville, KY, 40222-7101 | (502) 630-7307 |
| Iowa Dept. of Ed | Title II AEL - SCC | Alex Harris | 400 East 14th Street, Des Moines, IA 50319-0146 | 515-281-3640 |
| Iowa Dept. of Ed | Title II AEL - EICC | Alex Harris | 400 East 14th Street, Des Moines, IA 50319-0146 | 515-281-3640 |
| IWD | Title III Wagner-Peyser | Michael Witt | 1000 E. Grand Ave., Des Moines, IA 50319 | 563-468-3110 |
| Iowa Dept. f/t Blind | Title IV Rehabilitation Act of 1973 | Keri Osterhaus | 524 4 th St., Des Moines, IA 50309 | 515-205-8583 |
| IVRS | Title IV Rehabilitation Act of 1973 | David Mitchell | 510 East 12th Street, Des Moines, Iowa 50319 | 515-326-1785 |
| Iowa Dept. of Ed | Career and Technical Education - EICC | Dennis Harden | 400 E. 14th Street Det, Moines, IA 50319 | 515-314-7852 |
| Iowa Dept. of Ed | Career and Technical Education SCC | Dennis Harden | 400 E. 14th Street, Des Moines, IA 50319 | 515-314-7852 |
| IWD | Trade Adjustment Assistance (TAA) | Michelle McNertney | 1000 E. Grand Ave., Des Moines, IA 50319 | 515-8057320 |
| AARP Foundation | SCSEP | Demetrios Antzoulatos | 601 E Street, NW, Washington, DC 20049 | 202-434-2272 |
| CTS | Ottumwa Job Corps | Taren Ferguson | 15229 Truman Street, Ottumwa, IA 52501 | 641-683-0203 |

| | | | | |
|-----------------------|---|---------------------------|---|--------------|
| CTS | Job Corps | Shari Clausen | 10 Opportunity Drive, Denison, Iowa 51442 | 515-802-9402 |
| CA Indian Manpower | Native American Programs | Dr. Lorenda T. Sanchez | 4851 A N. Milwaukee Ave, Chicago, IL 60630 | 773-736-1668 |
| Proteus | National Farmworker Jobs Program (NFJG) | Daniel Hoffman- Zinnel | 1548 S Gilbert St. Iowa City, IA 52240 | 319-248-0178 |
| IWD | Temporary Assistance for Needy Families (TANF) - PROMISE Jobs | Michael Witt | 1000 E. Grand Ave., Des Moines, IA 50319 | 563-468-3110 |
| IWD | Unemployment Compensation | Christina, Steen | 1000 E. Grand Ave., Des Moines, IA 50319 | 515-725-3748 |
| IWD | Jobs for Veterans State Grant (JVSG) | Michael Witt | 1000 E. Grand Ave., Des Moines, IA 50319 | 563-468-3110 |
| IWD | Reentry Employment Opportunities (REO) | Michael Witt | 1000 E. Grand Ave., Des Moines, IA 50319 | 563-468-3110 |
| IWD | RESEA | Michael Witt | 1000 E. Grand Ave., Des Moines, IA 50319 | 563-468-3110 |
| IWD | Ticket to Work | Michael Witt | 1000 E. Grand Ave., Des Moines, IA 50319 | 563-468-3110 |

Attachment C: Partner Services List

Each Partner should identify in Attachments C-1 – C-4 which services listed below are provided directly through their program only. Basic definitions of these services may vary from Partner to partner.

Basic Career Services

- A. Eligibility Determination
- B. Outreach, Intake, and Orientation to the information, services, programs, tools and resources available through the Local workforce system
- C. Initial assessment of skill level(s), aptitudes, abilities, and supportive service needs
- D. In and out of area job search and placement assistance
- E. Provision of information on in demand sectors, occupations, or nontraditional employment
- F. Provision of employment/ workforce and labor market information
- G. Provision of performance information and program costs for eligible providers of training, education, and workforce services
- H. Provision of information on performance of the local workforce system
- I. Provision of information on the availability of supportive services and referral to such as appropriate
- J. Provision of information and meaningful assistance on Unemployment Insurance claim filing
- K. Provision of referrals and coordination of activities with other programs and services
- L. Information and assistance in applying for financial aid for training and education programs not provided under WIOA.

Individualized Career Services

- A. Comprehensive and specialized assessments of skill levels and service needs
- B. Development of an Individual Employment Plan (IEP) to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
- C. Group Counseling
- D. Individual Counseling and Career Planning
- E. Literacy Training
- F. Workforce Preparation Activities
- G. Case Management for customers seeking training services, individual in and out of area job search, referral and placement
- H. Work based learning experiences, including internships and transitional jobs
- I. Instructions in Self Advocacy (VR)
- J. English Language Acquisition

Follow Up Services

- A. Follow Up Services

Training Services

- A. Occupational Skills Training
- B. On-the-Job Training (OJT)
- C. Entrepreneurial Training
- D. Customized Training
- E. Training programs operated by the private sector
- F. Skill upgrading and retraining
- G. Adult Education and Literacy (AEL) programs
- H. Workplace and Cooperative Education (programs that combine workplace training with related instruction which may include cooperative education programs)
- I. Incumbent Worker Training

Youth Services

- A. Tutoring, study skills training, dropout prevention
- B. Alternative secondary school services
- C. Paid and unpaid Work Experience
- D. Occupational Skills Training
- E. Education offered concurrently with workforce preparation
- F. Leadership development
- G. Supportive services
- H. Adult mentoring
- I. Follow up services
- J. Comprehensive guidance and counseling
- K. Financial literacy education
- L. Entrepreneurial skills training
- M. Services that provide labor market information
- N. Postsecondary preparation and transition activities

Business Services

- A. Employer needs assessment
- B. Job posting
- C. Applicant pre-screening
- D. Recruitment assistance
- E. Training assistance
- F. Provide access to and assist with interpretation of Labor Market Information
- G. Employer information and referral
- H. Rapid response and layoff aversion
- I. Incumbent worker training
- J. Develop customized training opportunities for specific employer and/ or industry sector needs
- K. Develop, convene, or implement sector partnerships
- L. Provide information regarding assistive technology and communication accommodations
- M. Conduct job fairs
- N. Use of Iowa *WORKS* Centers for recruiting and interviewing job applicants

Attachment C-1: Career Services

Davenport IowaWORKS Career Services

| Partner | Program | In Center Full-Time | In Center Part-Time | Partner Provides FT | Partner Provides PT | Direct Linkage |
|-------------------------------|--|--|-----------------------|--|---------------------|--|
| Equus | Title I Adult | B=A-G, I-L, I=A-D, F-H, F=A | | | | |
| Equus | Title I DW | B=A-G, I-L, I=A-D, F-H, F=A | | | | |
| Iowa Dept of Ed | Title II AEL | | | B=A, B, C, D, E, F, G, I, K, L, I= A, B, D, E, F, G, J | | B=A, B, C, D, E, F, G, I, K, L, I= A, B, D, E, F, G, J |
| IWD | Title III Wagner-Peyser | B=A-L, IA-I | | | | |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | B= D,E, L I=B, D, E, F, H, I |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | | B=A-L I = B-D, F-I | | | B=A-L I = B-D, F-I |
| Iowa Dept of Ed | Career and Technical Education – EICC | | | | | B=D,E,F,L, I=D,E,F,H |
| IWD | Trade Adjustment Assistance (TAA) | B=A-L, I=A-I | | | | |
| AARP Foundation | Senior Community Services Employment Program | | B=A-D, I=A,B,F,G,H | | | |
| CTS | Job Corps | B=D,K, I=A,G, F=A | | | | |
| Ottumwa | Job Corps | B=A,C,D,E,F, G,H,K,I=A, C,D,E,F,I,J F=A | | | | |
| CA Indian Manpower Consortium | Native American Programs | | | B=A-J, I | | B=A-J, I |
| Proteus | National Farmworker Jobs Program (NFJG) | | | | | B=A-L, I=A-J, F=A |
| IWD | Temporary Assistance for Needy Families (TANF) - | B=B-F, L, J, K, L, I=A- ,B,F,G, | | | | |

| | | | | | | |
|-----|--|-------------------------------|--|--|--|--|
| IWD | Unemployment Compensation | B=A-L, I=A-DF | | | | |
| IWD | Jobs for Veterans State Grant (JVSG) | B=A-L, I=A-D,F | | | | |
| IWD | Reentry Employment Opportunities (REO) | B=A-L, I=A-D,F,G,I | | | | |
| IWD | RESEA | B=A-F,I, I=B | | | | |
| IWD | Ticket to Work | B=B,C,D,E,F,I,K,L, I=B,D,F,G, | | | | |

Burlington IowaWORKS Career Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|---------------------|--|---------------------------------|--------------------------|--|---------------------|--|
| Equus | Title I Adult | B=A-G, I-L I=A-D, F-H F=A | | | | |
| Equus | Title I DW | B=A-G, I-L I=A-D, F-H F=A | | | | |
| Equus | Title I Youth | B=A-G, I-L I=A-D, F-H F=A | | | | |
| Iowa Dept of Ed | Title II Adult Education and Literacy | | | B=A, B, C, E, F, G, I, K I=A, E, F, J | | B=A, B, C, E, F, G, I, K I=A, E, F, J |
| IWD | Title III Wagner-Peyser | B=A-L I=A-I | | | | |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | B= D, E, L I=B, D, E, F, H, I |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | B=A-L I = B-D, F-I | | | | |
| IWD | Trade Adjustment Assistance (TAA) | B=A-L I=A-I | | | | |
| AARP Foundation | Senior Community Services Employment Program | | B=A-D I=A, B, F, G, H | | | |
| CTS | Job Corps | | | | | B=D, K I=A, G F=A |
| Proteus | National Farmworker Jobs Program (NFJG) | | | | | B=A-L I=A-J F=A |
| IWD | Temporary Assistance for Needy Families (TANF) - | B=B-F, J, K, L I=A, B, F, G, | | | | |
| IWD | Unemployment Compensation | B=A-L I=A-D, F | | | | |
| IWD | Jobs for Veterans State Grant (JVSG) | B=A-L I=A-D, F | | | | |
| IWD | Reentry Employment Opportunities (REO) | B=A-L I=A-D, F, G, I | | | | |

| | | | | | | |
|-----|----------------|--------------------------------|--|--|--|--|
| IWD | RESEA | B=A-F, I I=B | | | | |
| IWD | Ticket to Work | B=B-F, I, K, L I=B, D, F, G | | | | |

Attachment C-2: Training Services

Davenport IowaWORKS Training Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|-------------------------------|--|---------------|--------------|---------------------|---------------------|------------------|
| Equus | Title I Adult | A-F, H | | | | |
| Equus | Title I DW | A-F, H | | | | |
| Equus | Title I Youth | A-F, H | | | | |
| Iowa Dept of Ed | Title II Adult Education and Literacy | | | | | C, D, F, G, I |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | A-E |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | | A-I | | | A-I |
| Iowa Dept of Ed | Career and Technical Education – EICC | | | | | C, D, F, G, H, I |
| IWD | Trade Adjustment Assistance (TAA) | A-I | | | | |
| AARP Foundation | Senior Community Services Employment Program (SCSEP) | | D | | | |
| Ottumwa | Job Corps | A, B, C, F, G | | | | |
| CA Indian Manpower Consortium | Native American Programs | | | A-M | | A-M |
| Proteus | National Farmworker Jobs Program (NFJG) | | | | | A-H |
| IWD | Unemployment Compensation | D | | | | |
| IWD | Jobs for Veterans State Grant (JVSG) | D | | | | |
| IWD | Reentry Employment Opportunities (REO) | D | | | | |

Burlington IowaWORKS Training Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|---------------------|--|--------------|--------------|---------------------|---------------------|----------------|
| Equus | Title I Adult | A-F, H | | | | |
| Equus | Title I DW | A-F, H | | | | |
| Equus | Title I Youth | A-F, H | | | | |
| Iowa Dept of Ed | Title II Adult Education and Literacy | | | F, G | | F, G |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | A-E |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | A-F | | | | |
| Iowa Dept of Ed | Career and Technical Education | | | | | A, C, D, F |
| IWD | Trade Adjustment Assistance (TAA) | A-I | | | | |
| AARP Foundation | Senior Community Services Employment Program (SCSEP) | | D | | | |
| Proteus | National Farmworker Jobs Program (NFJG) | | | | | A-H |
| IWD | Unemployment Compensation | D | | | | |
| IWD | Jobs for Veterans State Grant (JVSG) | D | | | | |
| IWD | Reentry Employment Opportunities (REO) | D | | | | |

Attachment C-3: Youth Services

Davenport Iowa *WORKS* Youth Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|-------------------------------|---|------------------|---------------------------|---------------------|---------------------------|------------------------------|
| Equus | Title I Youth | A, C-N | | | | |
| Iowa Dept of Ed | Title II Adult Education and Literacy | | | | A, E, F, G, I, K, L, M, N | A, E, F, G, I, K, L, M, N |
| IA Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | C, D, E, F, J, K, L, M, N |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | | C, D, G, I, J, K, L, M, N | | | C, D, G, I, J, K, L, M, N |
| Iowa Dept of Ed | Career and Technical Education – EICC | | | E | | A, C, D, E, G, I, J, L, M, N |
| CTS | Job Corps | G, I | | | | |
| Ottumwa | Job Corps | A-N | | | | |
| CA Indian Manpower Consortium | Native American Programs | | | A-N | | A-N |
| Proteus | National Farmworker Jobs Program (NFJG) | | | | | A-N |
| IWD | Reentry Employment Opportunities (REO) | E, F, H, I, J, K | | | | |
| IWD | Ticket to Work | J, K, M | | | | |

Burlington IowaWORKS Youth Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|---------------------|---|---------------------------|--------------|---------------------|---------------------|---------------------------|
| Equus | Title I Youth | A, C-N | | | | |
| Iowa Dept of Ed | Title II Adult Education and Literacy | | | E | | E |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | C, D, E, F, J, K, L, M, N |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | C, D, G, I, J, K, L, M, N | | | | |
| Iowa Dept of Ed | Career and Technical Education | | | E | | E |
| CTS | Job Corps | G, I | | | | |
| Proteus | National Farmworker Jobs Program (NFJG) | | | | | A-N |
| IWD | Reentry Employment Opportunities (REO) | E, F, H, I, J, K | | | | |
| IWD | Ticket to Work | J, K, M | | | | |

Attachment C-4: Business Services

Davenport Iowa *WORKS* Business Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|-------------------------------|--|---------------------------|-----------------|---------------------|---------------------------|---------------------------|
| Equus | Title I Adult | A-H, J, K | | | | |
| Equus | Title I DW | A-H, J, K | | | | |
| Equus | Title I Youth | A-H, J, K | | | | |
| Iowa Dept of Ed | Title II Adult Education and Literacy | | | | A, B, D, E, F, G, H, I, J | A, B, D, E, F, G, H, I, J |
| IWD | Title III Wagner-Peyser | A, C, D, E, F, G, L, M, N | | | | |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | C, G, L, K |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | | A-H, J, L, M, N | | | A-H, J, L, M, N |
| Ottumwa | Job Corps | A, B, E, G, J, K, L, M, N | | | | |
| CA Indian Manpower Consortium | Native American Programs | | | A-N | | A-N |
| IWD | Unemployment Compensation | A-N | | | | |
| IWD | Jobs for Veterans State Grant (JVSG) | A-N | | | | |
| IWD | Reentry Employment Opportunities (REO) | A-G, L, M, N | | | | |

Burlington IowaWORKS Business Services

| Partner | Program | In Center FT | In Center PT | Partner Provides FT | Partner Provides PT | Direct Linkage |
|---------------------|--|---------------------------|--------------|---------------------|---------------------|----------------|
| Equus | Title I Adult | A-H, J, K | | | | |
| Equus | Title I DW | A-H, J, K | | | | |
| Equus | Title I Youth | A-H, J, K | | | | |
| IWD | Title III Wagner-Peyser | A, C, D, E, F, G, L, M, N | | | | |
| Iowa Dept f/t Blind | Title IV Rehabilitation Act of 1973 | | | | | C, G, L, K |
| Iowa VR Services | Title IV Rehabilitation Act of 1973 | A-H, J, L, M, N | | | | |
| IWD | Unemployment Compensation | A-N | | | | |
| IWD | Jobs for Veterans State Grant (JVSG) | A-N | | | | |
| IWD | Reentry Employment Opportunities (REO) | A-G, L, M, N | | | | |

Attachment C-5: Services not in Comprehensive or Affiliate Locations

Title II AEL

AEL classes are held on site at the SCC and EICC locations throughout the MVWA.

CTE

CTE classes are offered at SCC and EICC locations throughout the MVWA.

Title IV IVRS Davenport

Is currently not co-located but will be after their current lease expires.

Iowa Dept f/t Blind

Counselors see individuals in their homes and community settings, and their orientation center is located in Des Moines.

Job Corps

Other Job Corps services are offered at the centers not located in the MVWA.

Attachment D: Referral Process

Mississippi Valley Workforce Area

Iowa*WORKS* System Partners Referral Process

Purpose

The primary purpose of the referral system 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 participation requirements, as well as with the available services and benefits offered, for each of the System Partners' programs represented in the Iowa*WORKS* Centers.
- Ensure that general information regarding one-stop center programs, services, activities and resources shall be made available to all customers as appropriate.
- Develop materials summarizing their program requirements and making them available for System Partners and customers.
- Use the referral form when it is developed, and referral process outlined.
- Provide substantive referrals –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.
- Commit to actively follow up on the results of referrals and assuring that System Partner resources are being leveraged at an optimal level.

The referral process will help create a more seamless customer experience by providing convenience of services to individuals and businesses. This process will provide for a continuum of services and follow-up to ensure Mississippi Valley Workforce Area (MVWA) customer needs have been met.

Referral Process

Once selected the MVWA One Stop Operator will oversee the referral process including creating a paper and electronic referral form, the tracking of referrals, preparing reports, and ensuring follow-up is completed.

1. The One Stop Operator will create an electronic referral form to be used by all partners. This electronic form will be completed and implemented in a timely manner.
2. For backup a paper referral form will be developed and in place at the same time as the electronic version.
3. A release form will be developed as well to protect PII and comply with all confidentiality requirements.
4. All Partners will provide input and must agree to the referral form and release form once developed for the MVWA.

5. Partner referral forms will be emailed to the partner's email address on file and the One Stop Operator will be copied into the email for tracking purposes.
6. Appropriate contact information for each workforce Partner program will be updated regularly by the One Stop Operator. This will allow Partners to have the most up to date contact information when making referrals. This information will include name, address, phone and email.
7. Each Partner program will identify a main contact for referrals and a backup individual.
8. Each Partner will develop in internal standard operating procedure (SOP) for referrals.
9. The One Stop Operator will monitor the SOPs of each Partner on a biannually basis.
10. A referral should be processed the same or next business day.
11. The organization receiving the referral should attempt to make contact with the participant within two business days. If contact is not made the organization will follow up weekly for four weeks until contact can be made. Once contact has been made the organization should follow its internal referral process.
12. The referring organization should follow-up on the referral to see if a successful referral was made one month after the referral was placed.
13. The One Stop Operator will monitor the electronic referral system and maintain referrals in a database and ensure that follow-ups are being completed and track the outcome of each referral.

Attachment E: Accessibility Plan

Mississippi Valley Workforce Area

Iowa*WORKS* System Partners Accessibility Plan

Background

An essential element of the workforce development system is its accessibility to everyone, also known as “Universal Access”. The U.S. Department of Labor’s Civil Rights Center is tasked with ensuring all people can access the programs, services, and benefits that the system provides, equally and free from unlawful discrimination.

WIOA Section 188 ensures equal opportunity for individuals with disabilities. Specifically, Section 188 prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

WIOA American Job Centers (AJCs) are also subject to the requirements of: (1) Section 504 of the Rehabilitation Act prohibiting discrimination against individuals with disabilities by recipients of Federal financial assistance,⁶ (2) Title I of the Americans with Disabilities Act (ADA), as amended, prohibiting discrimination in employment based on disability, and (3) Title II of the ADA prohibiting public entities, including State and local governments and their departments, agencies, and instrumentalities, from discriminating on the basis of disability.

All Partners will ensure that all WIOA Title I programs and activities are programmatically accessible, which includes:

- Providing reasonable accommodations for individuals with disabilities.
- Making reasonable modifications to policies, practices, and procedures.
- Administering programs in the most integrated setting appropriate.
- Communicating with persons with disabilities as effectively as with others.
- Providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the program or activity.

Policy

Accessibility to the services provided by the Iowa*WORKS* Centers and all Partner agencies in the Mississippi Valley Workforce Area (MVWA) will be achieved through the following plan. Job seekers and businesses will be able to access all information relevant to them via visits to physical locations as well as in virtual spaces. The accessibility plan will be overseen and carried out by the Mississippi Valley Workforce Development Board (MVWDB). The local Disability

Access committee (DAC) will be in charge of developing trainings, evaluating Iowa*WORKS* Center and Partner programs and assisting all Partners with accessibility issues and concerns.

1. The first step in our accessibility plan is to develop a checklist that will include required accommodations for programmatic, physical, communication and virtual accessibility. In consultation with the LWDB, CEOs, the state Disability Access Committee, and DOL guidance this checklist will be developed. Once developed this checklist will be used to evaluate the Iowa*WORKS* Center and Partner programs on an annual basis. If deficiencies are found a plan will be put in place to correct any issues. The plan will detail issues found, corrective action plans, and timeline for implementation.
2. The One Stop Operator will hold quarterly meetings for all required Partners and will offer accessibility trainings through these meetings once developed by the DAC. Content will cover required accommodations, ways to improve accessibility, and how to best serve customers with disabilities. Training will be continuous, and offered on an annual basis.
3. Staff at the centers will also participate in training on how to use assistive technology twice annually during their in-service days. Equal access is ensuring that staff are trained on how to assist individuals with disabilities and also on how to use the necessary accommodations.
4. A resource guide will be created with a list of assistive technology available and brief instructions on how to use each item will be provided at each center. This resource guide will be updated annually.
5. All Partners will be invited to and encouraged to participate in regular DAC meetings.
6. If a Partner program runs into an accessibility challenge, they will contact the DAC for assistance.

Attachment F: Outreach Plan

Mississippi Valley Workforce Area

IowaWORKS System Partners Outreach Plan

The Parties recognize the value in joint outreach of the IowaWORKS System and agree to collaboratively conduct outreach activities to customers, employers and job seekers, of the system. It is understood that not all Partners provide all services and thus may not contribute to every target outreach group activity.

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.
- Development of a unified business services team.
- Alignment with sector strategies and career pathways.
- Connections to Registered Apprenticeship.
- Focus on outreach to human resource professionals.
- Focus on local area's job seekers, including targeted efforts for populations most at risk or most in need.
- Regular use of social media.
- An outreach toolkit available for all partners.
- Clear objectives and expected outcomes.
- Leveraging of any statewide outreach materials relevant to the local area.

Outreach Plan and Steps

Partners will discuss and develop their outreach plan at quarterly Partner meetings. An outreach plan is an ongoing activity and will contribute to a continuous improvement model. With support of LWDB staff and the One Stop Operator the following steps will be completed:

1. System Partners will meet to outline their main outreach goals and objectives.
2. Partners will identify the target populations.
3. A message will be developed to relay to the target populations.
4. Applicable Partner content will be gathered to create flyers/brochures/presentations.
5. An outreach toolkit available for all Partners will be developed and distributed.
6. A strategy will be developed identifying specific outlets and a plan and time frame for distribution.
7. Distribute the message through targeted outlets (such as community organizations, businesses, and special events).
8. Actively engage with prospective contacts through all outlets including social media.

9. Actively perform follow-up.
10. Evaluate the plan and areas for improvement and promising practices.

Business Services Team

All Partners who identified providing business services will provide a representative to serve on a business services team that will meet no less than quarterly. This team will be created that will focus on outreach areas including:

- Recommend policies and procedures to the LWDB to streamline business services to avoid duplication of outreach efforts.
- Implement and recommend strategies to align with sector strategies and career pathways.
- Assist the LWDB in strengthening connections to Registered Apprenticeship programs.
- Focus on outreach to human resource professionals.

Awareness Campaign to People with Disabilities

As people with disabilities are a priority of service population for the LWDB and historically have higher unemployment rates than the general population this will be an area of focus for the outreach plan. This awareness campaign will be to inform the community and individuals with disabilities of assistive technologies and services available within the Iowa *WORKS* Centers. The Disability Access Committee (DAC) will take the lead in developing these outreach materials and the creation of potential outreach outlets.

Attachment G: Data Sharing Training Plan

Mississippi Valley Workforce Area

IowaWORKS System Partner Data Sharing Training Plan

All Partner staff in the Mississippi Valley Workforce Area (MVWA) will be trained in the protection, use, and disclosure requirements governing Personally Identifiable Information (PII) and any other confidential data for all applicable programs, including FERPA- protected education records, confidential information in Unemployment Insurance (UI) records, and personal information in Vocational Rehabilitation (VR) records. A training will be developed by the core Partners to cover confidentiality and PII, FERPA, confidential information in UI records, and personal information in VR records

The One Stop Operator will hold quarterly Partner meetings and will cover this data sharing training annually. All trainings will be recorded and provided to all Partners to share with their staff. Each local program representative will sign an acknowledgement form that their staff have viewed the recorded training or that their staff have been provided training on confidentiality internally through their respective organization.

The Mississippi Valley Workforce Development Board (MVWDB) will develop a policy on PII, as required by WIOA. All customer PII will be properly secured in accordance with the LWDB's policy and procedure regarding the safeguarding of PII once established and shared and reviewed with all partners.

Attachment H: Dispute Resolution Process

Mississippi Valley Workforce Area

IowaWORKS System Partners Dispute Process

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

1. 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.
2. 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 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB Executive Committee within 20 business days. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority consent of the Executive Committee members present.
4. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU within 10 days of the decision.
5. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.
6. The decision of the Executive Committee shall be final unless the petitioner pursues further action through the state dispute process.

State Dispute Process

Step 1

If local attempts to resolve the dispute have been unsuccessful, the agency with the dispute shall notify Iowa Workforce Development (IWD). In this manner, IWD serves as a gatekeeper and convener of the core partner team who will seek resolution to the dispute. The agency with the dispute must send an email to WIOAgovernance@iwd.iowa.gov and follow these steps:

- Subject line of email: MOU Dispute Resolution: insert name of LWDA.
- In the body of the email or in a clearly identifiable attachment, clearly state the issue in dispute. Provide as much detail as possible.
- Attach to the email, the local Dispute Resolution Process as well as documentation that the local Dispute Resolution Process has been followed.

Step II

Upon receipt of the Dispute Resolution email, IWD will

- Acknowledge the receipt of the email.
- Provide all documentation to the WIOA core partner working group.

Step III

Core partner team will review the dispute and notify the appropriate Parties of its decision within 14 days of receipt of the dispute.

Step IV

If the core partner team decision is not satisfactory to the agency with the dispute, the agency may appeal to the State Workforce Development Board (SWDB). No local dispute may go directly to the SWDB without first being addressed by the core partner team.

Attachment I: Amendment/ Modification Process

Mississippi Valley Workforce Area

Iowa*WORKS* System Partners Amendment/Modification Process

Any alterations, additions, or deletions to the terms of this agreement which are required by changes in the state law, federal law, or by regulations are automatically incorporated in this agreement without written amendment and shall become effective on the date designated by such law or regulation.

When a System Partner wishes to modify the MOU, the System Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). The LWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with System 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 Chair (or designee) 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 Chair (or designee) 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 designee) must ensure that the process in the Dispute Resolution section of the MOU is followed.

The LWDB Chair (or designee) 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 Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each partner's signature to all the other Parties.

Attachment J: Termination Process

Mississippi Valley Workforce Area

Iowa*WORKS* System Partners Termination Process

In the event that it becomes necessary for one or more party to cease being a party to this MOU, said party shall notify the other parties and the LWDB, in writing, ninety (90) days in advance of that intention. A party's termination in whole or in part of its participation in this MOU will not affect its duties and obligations under any applicable federal or state law, including but not limited to WIOA. This MOU will remain in effect until the end date specified in the Effective Period section below, 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 nonbreaching 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 after the breach of the MOU to discuss the formation of the successor MOU. At that time, 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.
- All Parties agree that this MOU shall be reviewed every year and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.
- Effective Period This MOU is entered into on July 1, 2021.

Attachment K: Negotiations/ Meeting Summary

1. Initial Meeting

Date of Virtual Meeting: March 30, 2021, 1:00 p.m.

Attendees: Carolyn Farley, Jeremy Richie, Kendra Schaapveld, Shannon Weaver, Chad Pratz, Cynthia Whalen, Scott Schneider, and Jana Wittenberg

Notes: Draft Dispute Process, Amendment/Modification Process and Termination Process reviewed, and no changes requested. Accessibility and Data Sharing Training Plan - Discussed what this should look like and will wait until after MOU TA session to proceed. Referral Process - Discussed using an electronic form, having one point of contact for each Partner for referrals, and One Stop Operator would oversee this process.

2. Questionnaire

Board staff developed a questionnaire and sent it to all Partners gathering information on the services they provide, input on MOU attachments, preferred method to provide services, and other locations.

3. Email Circulation

Based on input from questionnaires all required attachments were drafted and emailed to all Partners for input and changes. All Partners had at least one week to provide input to each required attachment.

4. Email Draft MOU

A draft MOU was emailed to all Partners on May 5, 2021, for them to review prior to the meeting to review the draft MOU for final changes.

5. Meeting to Review Draft MOU – May 12th from 2:00-3:00

Attendees: Jack Willey, Carolyn Farley, Kendra Schaapveld, Deb Yuskis-Mulch, Scott Schneider, Pam Mccowen, Cindy Whalen, Chad Pratz, Steven Bunn, Susan Stanley, Patrick Taggart, Jana Whittenberg, and Jessica Merino

Notes: A meeting was held on May 13th to review the draft MOU. Clarification was made to #10 in the referral process, and the data sharing plan topics were combined to consist of one training annually, corrections were made to the method of providing VR services and additional locations were added for the SCC-AEL program. All attachments were reviewed and discussed. The draft MOU will be circulated for signer's initial approval and any requested changes should be received by May 28th. Circulation to gather required signatures will occur June 1 – June 15.



Mississippi Valley Workforce Development Board

MOU Changes Requested During Final Circulation

Circulation Period for Final Changes May 12-28, 2021

- Removed “Local Board Staff Responsibilities” from page 7.
- Revised end date to June 30, 2024
- Changed age of youth to 14-24 on page 10.
- Changes made to TAA and Wagner Peyser list of services in the attachments.
- Attachment C Added – Each partner should identify in Attachments C-1 – C-4 which services listed below are provided directly through their program only. Basic definitions of these services may vary from partner to partner.
- Attachment D Referral Process - Dates for activities to be completed removed.
- Attachment D Referral Process Added - All partners will provide input and must agree to the referral form and release form once developed for the MVWA.
- Attachment E Accessibility Plan Added - In consultation with the MVWDB, CEOs, the state Disability Access Committee, and DOL guidance a checklist will be developed.
- Attached E Accessibility Plan – Removed dates so 2. now reads as follows. The One Stop Operator will hold quarterly meetings for all required partners and will offer accessibility trainings through these meetings once developed by the DAC. Content will cover required accommodations, ways to improve accessibility, and how to best serve customers with disabilities. Training will be continuous, and offered on an annual basis.

Changes Requested During Circulation for Signatures


June 3 – 28, 2021

- Changed/added EICC CTE services and locations.
- Changed/added VR services.
- Changed Equus’s name and contact info
- Changes made to AARP name and signer info.

Signature Page

By signing my name below, I, Demetrios Antzoulatos, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term 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) In three years
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2024, or whichever occurs earlier.

| | |
|---|--|
| <p><small>DocuSigned by:</small>  <small>C9A144DB3CE24C1...</small> Signature</p> | <p>6/26/2021</p> |
| <p>Demetrios Antzoulatos</p> | <p>VP, Finance, Operations, & Grants</p> |
| <p>Print Name</p> | <p>Title</p> |
| <p>Demetrios Antzoulatos</p> | |
| <p>Partner Agency/ Program(s) Represented</p> | |

Signature Page

By signing my name below, I, DENNIS DUKE certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Signature

JUNE 9, 2021
Date

Dennis Duke
Print Name

BOARD chair
Title

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, John J. Willey, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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John J. Willey
Signature

6-9-21
Date

John J. Willey
Print Name

CLEO
Title

MVWDB
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Dennis D. Harden, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Signature

Dennis D. Harden

Print Name

Iowa Department of Education

Partner Agency/ Program(s) Represented

June 11, 2021

Date

Bureau Chief, CTE

Title

Signature Page

By signing my name below, I, Mark Douglass, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Signature

06/17/2021

Date

Mark Douglass

Print Name

President

Title

Arbor E&T, LLC dba Equus Workforce Solutions

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, David Mitchell, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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- c) On June 30, 2024, or whichever occurs earlier.



Signature

6/9/2021

Date

David L. Mitchell

Print Name

Administrator

Title

Iowa Vocational Rehabilitation Services

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Michael Witt, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Michael Witt

Signature

Michael Witt

Print Name

6-8-2021

Date

Division Administrator - IWD

Title

Title III Wagner Peyser, TANF-Promise Jobs, JVSG-Jobs for Veterans State Grant, REO-Reentry Employment, RESEA, Ticket to Work

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Jeri Clausen, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU. I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

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- b) Upon amendment, modification, or termination, or
- c) On June 30, 2024, or whichever occurs earlier.

Jeri Clausen
Signature

6/8/21
Date

Jeri Clausen
Print Name

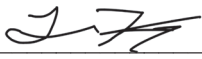
Director of Job Corps Admission
& Placement
Title

Job Corps - Donison
Partner Agency/Program(s) Represented

Signature Page

By signing my name below, I, Taren Ferguson, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU. I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

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- c) On June 30, 2024, or whichever occurs earlier.



Signature

Taren Ferguson

Print Name

Ottumwa Job Corps Center

Partner Agency/ Program(s) Represented

6/7/2021

Date

Center Director

Title

Signature Page

By signing my name below, I, Keri Osterhaus, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Keri Osterhaus
Signature

6/14/2021
Date

Keri Osterhaus
Print Name

VR Program Administrator
Title

Iowa Department for the Blind / Vocational Rehabilitation
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Michelle McNertney, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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- c) On June 30, 2024, or whichever occurs earlier.

Michelle McNertney
Signature

6/15/2021

Date

Michelle McNertney

Print Name

Division Administrator, IWD

Title

Trade Adjustment Assistance Act


Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Lorenda T Sanchez, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Signature

June 17, 2021
Date

Lorenda T. Sanchez
Print Name

Executive Director
Title

California Indian Manpower Consortium, Inc.
Chicago Based Operations/Native American Programs
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Daniel Hoffman-Zinnel, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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Daniel Hoffman-Zinnel

Signature

06/09/2021

Date

Daniel Hoffman-Zinnel

Print Name

CEO

Title

Proteus, Inc.

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Daniel Hoffman-Zinnel, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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- b) Upon amendment, modification, or termination, or
- c) On June 30, 2024, or whichever occurs earlier.

Daniel Hoffman-Zinnel

Signature

06/09/2021

Date

Daniel Hoffman-Zinnel

Print Name

CEO

Title

Proteus, Inc.


Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Alex Harris, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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- a) In three years
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2024, or whichever occurs earlier.


Signature

June 4, 2021
Date

Alex Harris
Print Name

State Director for Adult Education
Title

Title II, WIOA - Iowa Department of Education
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Christina Steen, certify that I have read the information contained in this MOU. All of my questions have been answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with this MOU. Further, I also certify that I have the legal authority to bind my agency to the term of this MOU.

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- a) In three years
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2024, or whichever occurs earlier.

Christina Steen
Signature

06/7/21
Date

Christina Steen
Print Name

UI Division Administrator
Title

Iowa Workforce Development
Partner Agency/ Program(s) Represented

Definitions

Affiliate Site – see IWD Policy 1.4.9- Characteristics of the One Stop Delivery System

Additional Partner – Per WIOA 121(b)(2), an entity that carries out a program not identified as required under WIOA that is approved by the LWDB and the CLEO may be included as an IowaWORKS Partner in a local area.

Chief Lead Elected Official – identified in WIOA Section 3 Definitions (9) as the chief elected officer of a unit of general local government in a local area or the individual designated under a local agreement pursuant to WIOA Section 107(c)(1)(B). IWD Policy 1.2.1 CEO Roles and Responsibilities

Career Services – The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the IowaWORKS Center system in each local area. The career services that must be provided as part of the IowaWORKS Center system are listed in WIOA Section 134(c)(2).

Comprehensive One Stop Center – see IWD Policy 1.4.9- Characteristics of the One Stop Delivery System

Direct Linkage – a direct connection at the center within a reasonable time by phone or through a real time web based communication to a program staff member who can provide program information or services to the customer. A direct linkage cannot exclusively be providing a phone number or computer website or providing information, pamphlets, or materials.

Fiscal Agent – the entity appointed by the CLEO in accordance with WIOA Section 107(d)(12)(B)(i)(II) and (III) to be responsible for the administration and disbursement of WIOA title I and other funds allocated for workforce development activities in the LWDA. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEOs from liability for any misuse of grant funds. IWD Policy #1.3.1 Local Fiscal Agent Required Functions

Iowa State Workforce Development Board – Established by the Iowa Governor under {Executive Order} to assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of Iowa and in complying with the provisions and requirements of WIOA Section 101.

Local Workforce Development Board (LWDB) – The board created by the CLEO pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area. No reference to “the Board” or “the local Board” shall be interpreted as any board other than the Local Workforce Development Board.

MOU Agreement Period – the MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), the MOU must contain:

- A. The duration of the MOU.
- B. Procedures for amending the MOU during the duration of the MOU.
- C. Assurance that such MOU shall be reviewed not less than once every three-year period to ensure appropriate funding and delivery of services.

IowaWORKS One-Stop Delivery System – a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available via those programs more accessible to eligible job seeker and employer customers.

IowaWORKS One Stop Operator – an entity or consortium of entities competitively selected in accordance with WIOA section 121(d) to operate an IowaWORKS site and to perform service delivery activities in accordance with all applicable Federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.

Required Partner – an entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under that Section to participate in the IowaWORKS delivery system and to make career services under its program or activity available through the IowaWORKS system.

Training Services – services to adults and dislocated workers as described in WIOA section 143 (c)(3). These may include:

- A. Occupational skills training- including training for nontraditional employment
- B. On the job training
- C. Incumbent worker training
- D. Programs that combine workplace training with related instruction- which may include cooperative education programs
- E. Private sector training programs
- F. Skills upgrading and retraining
- G. Apprenticeships
- H. Entrepreneurial training
- I. Transitional jobs
- J. Job readiness training
- K. Adult education and literacy activities in combination with a training program
- L. Customized training

WIOA – The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the United States’ workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs, and to promote individual and national economic growth, and for other purposes.

WIOA Local Plan – Per WIOA section 108, the local plan is a comprehensive four-year plan developed by each LWDB, in partnership with the CLEO and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first two-year period of the four-year local plan, each LWDB shall review the local plan, and the LWDB, in partnership with the CLEO, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the

implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the Iowa *WORKS* delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.

WIOA State Plan – the term “state plan,” used without further description, means a unified State plan under section 102 or a combined State plan under section 103.