



# LOCAL WORKFORCE DEVELOPMENT AREA MEMORANDUM OF UNDERSTANDING

---

*Template Guidance*

---



## Contents

<b>Legal Authority .....</b>	<b>3</b>
<b>Development of the MOU .....</b>	<b>4</b>
Life Cycle of an MOU.....	4
Sample MOU Development Timeline .....	6
Questions during MOU Development .....	7
Core Partner Agencies’ Process for Signing MOUs .....	7
<b>Memorandum of Understanding Template Instructions .....</b>	<b>8</b>
<b>Appendix I – Supplemental Information for Attachment C .....</b>	<b>14</b>
Title II- AEFLA Program .....	14
Title IV- Vocational Rehabilitation Services .....	15

## Legal Authority

---

The Workforce Innovation & Opportunity Act (WIOA) sec 121(c)(1) requires the Local Workforce Development Board (LWDB or Local WDB), with the agreement of the Chief Elected Official (Chief Lead Elected Official), to develop and enter into a Memorandum of Understanding (MOU) between the LWDB and the One Stop Partners, consistent with WIOA sec 121 (c)(2), concerning the operation of the one stop delivery system in a local workforce development area. This requirement is further described in the Workforce Innovation and Opportunity Act, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

## Development of the MOU

The MOU is an agreement developed through local discuss and negotiation. It is executed between the Local Workforce Development Board and the One Stop System Partners with the agreement of the Chief Lead Elected Official. The MOU identifies how the local IowaWORKS system will operate and how the Partners will coordinate and collaborate to deliver high quality integrated services.

The Local Workforce Development Board (LWDB) has responsibility to ensure a collaboratively developed and compliant MOU exists for the local workforce development area. To ensure the development of the MOU, the LWDB, or those acting on behalf of the LWDB, will convene the Partners to accomplish the task.

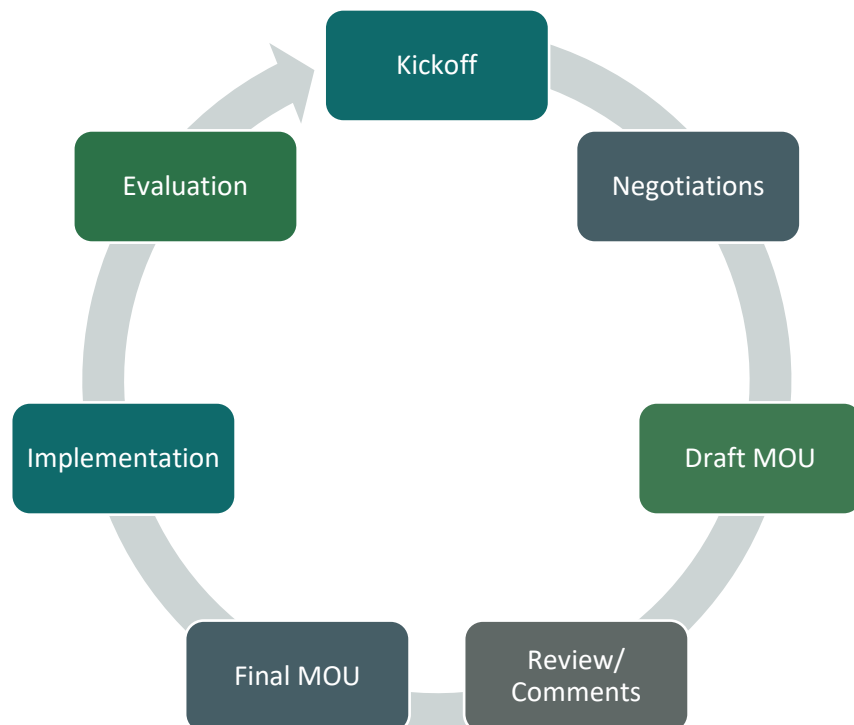
The MOU should align with the Local Plan which is also developed by the LWDB. The Local Plan identifies overarching strategies and solutions for ensuring a skilled and ready workforce in the local area while the MOU outlines details of how the Partners provide those strategies. The two documents should be viewed as companion pieces which provide a full and complete picture of a robust set of workforce services in the local area.

### Life Cycle of an MOU

The development of the MOU is a process and, as such, it requires planning, action, and follow through to ensure the final product is a true reflection of local negotiation and decision making. The Life Cycle highlighted below is provided as a guide for planning the work of the Partners and to ensure the process is approached in a collaborative spirit and tone from the beginning. Prior to beginning the MOU process, it is necessary to identify the Partner points of contact.

#### ***Kickoff***

Consider hosting a kickoff meeting where all Partners are invited to begin the MOU process. At this meeting, the timeline, template, and guidance should be introduced. Partners could brainstorm or strategize how to approach the work.



### ***Negotiations***

During the negotiations stage of the process the Partners should discuss their services and how they will collaborate to provide services in the local area. The negotiations may involve decision making about how a Partner will provide a particular service or how a Partner will move locations to join a Comprehensive Center. The facilitator for these conversations should ensure everyone has the opportunity to voice their thoughts and opinions.

### ***Draft MOU***

Once all parties have discussed these goals and expectations with each other, the Board chair or Board Staff should create an initial draft of the agreement and coordinate its editing and development. The development process may take some time as each party gets the opportunity to propose and negotiate changes until all parties agree to one version of the MOU.

### ***Review/ Comments***

Once a draft MOU has been completed, an open review and comment period should be completed, so that all parties can agree to the collaborative goals and processes that have been identified in the MOU. This is not a public comment period, but the opportunity for the partners to review and provide comment.

### ***Final MOU***

Once all parties have agreed to the terms of the MOU all parties should sign the agreement. The MOU may specify that the agreement will either commence as soon as all parties have signed the MOU or on a specific date in the future.

### ***Implementation***

Implementation of the finalized MOU should start as noted in the agreement. All parties should follow the MOU and be aware of the process to notify other parties when modifications or changes are needed in the MOU.

### ***Evaluation***

After an MOU is in force, there should be an evaluation on a regular basis to ensure achievement of the desired goals and that the terms of the agreement are still equitable.

## Sample MOU Development Timeline



### ***Weeks 1-2 – LWDB Chair – Notification***

- Review MOU Template and Guidance and develop list of questions, if needed.
- Develop draft communication plan with system partners and begin outreach.
- Develop draft timeline for MOU discussion, negotiation, and development.

### ***Kickoff Meeting***

- Attend MOU Statewide Kickoff Call.
- Discussions with Partners for any questions on MOU template and review guide.

### ***Weeks 3-6 – Discussion/Negotiation***

- Negotiations/ discussions with system partners
- Additional formal or informal meetings may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

### ***Weeks 7-10 – End of Negotiations and First Draft Submitted***

- Draft MOU is complete and circulated to Partners for review.
- All Partners should use this time to allow their respective Legal Departments to review the MOU for legal sufficiency.
- Local Board Chair or designee must ensure that all IowaWORKS center Partners to the MOU are aware of the comments and revisions that are needed.

### ***Weeks 11-14 – End of Review and Signature Circulation Phase***

- Chair or designee must circulate the finalized MOU and secure Partner signatures.
- WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.
- If determined that a Partner is unwilling to sign the MOU, then the Local Board Chair or designee must ensure that the dispute resolution process is followed.

***MOU becomes effective and is implemented.***

### **Questions during MOU Development**

Should you have questions about the MOU Guidance, MOU Template, or the MOU process, please submit an email to the WIOA Core Partner Working Group at [WIOAGovernance@iwd.iowa.gov](mailto:WIOAGovernance@iwd.iowa.gov).

Questions and answers will be posted regularly to the [SWDB website](#).

### **Core Partner Agencies' Process for Signing MOUs**

For the title two, three, and four Core Partner Agencies, please follow the appropriate process below to submit your local area's MOU for agency review and signature.

#### ***Title II***

Local providers should engage in discussion with good faith. Documentation of the Agreement and draft MOU must be uploaded to lowagrants- under Status Updates as an Addendum the Funding Opportunity 340376- Adult Education and Literacy Funds, WIOA Sec. 231 and 225. Allow ten days for review. Any areas of clarification will be negotiated back through the system. Once approved, send the final MOU to the Department for signature to Alex Harris at [alex.harris@iowa.gov](mailto:alex.harris@iowa.gov) The final signed and executed MOU will need to be uploaded into lowagrants.

#### ***Title III***

Submit final MOU for signature to Michael Witt, AJC Division Administrator. Email to [Michael.witt@iwd.iowa.gov](mailto:Michael.witt@iwd.iowa.gov).

#### ***Title IV- Department for the Blind***

All MOUs are to be sent to Keri Osterhaus for review and signature. Email to [keri.osterhaus@blind.state.ia.us](mailto:keri.osterhaus@blind.state.ia.us).

#### ***Title IV- Vocational Rehabilitation***

The local supervisor is to work with the local team on the final draft of the MOU. The supervisor will then submit the draft MOU to Kelley Rice, IVRS Staff Attorney, and Dave Mitchell, IVRS Administrator, for review and signature. Email to [Kelley.rice@iowa.gov](mailto:Kelley.rice@iowa.gov) and [david.mitchell@iowa.gov](mailto:david.mitchell@iowa.gov).

## Memorandum of Understanding Template Instructions

*A section of the MOU template is listed here only if work is necessary by the LWDBs to complete that section.*

### Cover Page

Complete the section by adding name of LWDB, LWDA, CLEO, and OSO, as appropriate. For the OSO statement, select one of two options:

- **Option 1-** The Local WDB selected the One Stop Operator, **{insert name of entity}**, through a competitive procurement in accordance with the Uniform Guidance, WIOA and its implementing regulations, local procurement standards and rules, and IWD Policy # 1.4.7.3. All documentation for the competitive One Stop Operator procurement and selection process is published and may be viewed at **{insert link to website}**.
- **Option 2-** Pursuant to WIOA section 121(d), the **{insert name of LWDA}** Local WDB will select a One Stop Operator and will amend this MOU to include the OSO after the competitive procurement is complete.

### Introduction

This section is standard language and should remain the same. Local Areas may choose to add to it; however, additional language should remain consistent with the overall theme and should not contradict any associated Federal law, regulations, or state agency issued guidance or policy.

### Purpose

You may add to this list of purposes.

### Vision Statement

Bringing partners to the table to negotiate and agree on MOU terms may not be an easy task. Collaboratively developing a strong vision statement that ties back to the goals and purpose of the MOU can help set the right tone for negotiations.

The Vision Statement can also be the Vision Statement developed by the Local Workforce Development Board.

### IowaWORKS System Structure

Complete the information in the paragraphs by insert appropriate language regarding:

- Number of comprehensive centers and affiliate centers
- Name of Local Workforce Development Area
- Name of One Stop Operator
- Local Workforce Development Board
- Local Workforce Development Board website address



***Attachment A-1- IowaWORKS Office Locations***

- Identify each Comprehensive Center in the LWDA and provide accompanying information. Duplicate the table as needed.
- Identify each Affiliate Site in the LWDA and provide accompanying information. Duplicate the table as needed.

***Attachment A-2: Partners' Other Locations***

- Identify the locations (not previously identified on Attachment A-1) in the LWDA where each Partner provides services. Add lines to the table as needed. Between A-1 and A-2 every location where a Partner provides services in the LWDA should be listed.

***Attachment B: Partners/ Parties to this Agreement***

Identify each Partner Program/ Party to this Agreement. This is not the signature page for the MOU, but this will identify who will sign for each Party. If the CLEO and LWDB have approved any non-mandatory Partners to participate in the local system, those non-mandatory Partners should be identified on this list.

***One Stop Operator***

Insert list of One Stop Operator duties as outlined in their contract's scope of work. If One Stop Operator has not been selected, include a statement which identifies that the One Stop Operator has not yet been selected but that when selected this MOU will be modified. Ensure that the reference to the One Stop Operator here aligns with the designation made on the cover page of the MOU.

***Attachment C: Partner Services***

Review this list of services and add to it any service that occurs in your LWDA that is not otherwise included. In making additions, ensure that you maintain the categories of Career Services (Basic and Individualized), Training, Youth, and Business. Do not delete from this list.

***Attachment C-1: Career Services<sup>1</sup>***

Using the Partner Services listed in Attachment C, complete matrix C-1 by identifying how each Partner Program is providing their services within the IowaWORKS system. Place the corresponding letter or number of the services from Attachment C in the appropriate "Method of Providing Service" column on C-1. One matrix must be completed for each comprehensive center in the local area.

---

<sup>1</sup> [20 CFR 678.430](#)

Methods for providing access to each of the required services<sup>2</sup> and alignment with Attachment C tables

- Option 1- Having a program staff member physically present at the American Job Center.
  - **In Center Full Time**
  - **In Center Part Time**
- Option 2- Having a staff member from a different partner program physically present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through all partner programs.
  - **Partner Program Provides Full Time**
  - **Partner Program Provides Partner**
- Option 3- Making available a direct linkage through technology to a program staff member who can provide meaningful information or services.
  - **Direct Linkage**

Method of Providing Service						
Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage

It is possible that a Program could have more than one method of providing service in a single center.

For every Career Service not provided in Center Full Time, an explanation must be provided on Attachment C-5 for how that service is available to customers.

**Attachment C-2: Training Services<sup>3</sup>**

Using the Partner Services listed in Attachment C, complete matrix C-2 by identifying how each Partner Program is providing their Training Services within the IowaWORKS system. Place the corresponding letter or number of the services from Attachment C in the appropriate “Method of Providing Service” column on C-2. One matrix must be completed for each comprehensive center in the local area.

For every Training Service not provided in Center Full Time, an explanation must be provided on Attachment C-5 for how that service is available to customers.

**Attachment C-3: Youth Services**

Using the Partner Services listed in Attachment C, complete matrix C-3 by identifying how each Partner Program is providing their Youth Services within the IowaWORKS system. Place the corresponding letter or number of the services from Attachment C in the appropriate “Method of Providing Service” column on C-3. One matrix must be completed for each comprehensive center in the local area.

<sup>2</sup> [20 CFR 678.305\(d\)](#) and [TEGL 16-16](#)

<sup>3</sup> [20 CFR 680.200](#)

For every Youth Service not provided in Center Full Time, an explanation must be provided on Attachment C-5 for how that service is available to customers.

#### ***Attachment C-4: Business Services<sup>4</sup>***

Using the Partner Services listed in Attachment C, complete matrix C4 by identifying how each Partner Program is providing their Business Services within the IowaWORKS system. Place the corresponding letter or number of the services on Attachment C in the appropriate “Method of Providing Service” column on C-4. One matrix must be completed for each comprehensive center in the local area. Business Services includes customized services in accordance with partner programs’ statutory requirements and consistent with Federal Cost Principles.

For every Business Service not provided in Center Full Time, an explanation must be provided on Attachment C-5 for how that service is available to customers.

#### ***Attachment C-5: Services Not in Comprehensive or Affiliate Locations***

For every Partner Program not providing services In Center Full Time, list the program on C-5, along with accompanying information, and provide explanation of how that service is appropriately available to customers. Add lines as needed.

#### ***Attachment D: Referral Process***

Outline the process Partners will use to make referrals between each other. Add lines as needed to the table. It is required to include:

- Method for documenting referrals
- Method for tracking status of referrals
- Database(s) utilized.
- Maintaining accessibility of any forms utilized

If a form is utilized, check the box and attach the form.

#### ***Attachment E: Accessibility Plan***

Outline how Partners will ensure all four elements of accessibility- physical, virtual, communication, and programmatic- are met and maintained in the local system.

For more information regarding accessibility requirements, refer to WIOA section 188 and the WIOA Non-discrimination and Equal Opportunity Regulations (29 CFR part 38, Final Rule December 2, 2016, and the Americans with Disabilities Act (ADA).

---

<sup>4</sup> [20 CFR 678.435](#)

***Attachment F: Outreach Plan***

Outline how Partners will conduct collaborative outreach activities on behalf the IowaWORKS system.

***Attachment G: Data Sharing Training Plan***

Outline how Partners will ensure all Partner staff will be trained annually in the protection, use, and disclosure agreements governing Personally Identifiable Information (PII) and any other confidential data for all applicable programs. The outline should reference all Data Sharing Agreements and assurances utilized by Partner agencies.

***Attachment H: Dispute Resolution Process***

Identify Step I in the LWDA Dispute Resolution Process. Included in the local process must be the right to appeal, first to the Core Partner Team, then to State Workforce Development Board. No local dispute may go directly to the State Workforce Development Board without first being addressed by the WIOA Core Partner Working Group

***Attachment I: Amendment/ Modification Process***

Identify the process(es) for amending and modifying the MOU. In doing so, outline what changes will require an Amendment or a Modification. An Amendment, which is adding new information, would only require the Parties to review and agree to the elements of that MOU that changed. A Modification is making a change to existing information. In your process, outline what changes will require a renewal to the MOU. A renewal is an overall review and re-do of the MOU. Substantial changes, such as changes in Partners or a change in CEO will require renewal. A renewal would require a review and approval of the entire MOU. Only individuals with signatory authority may authorize or request an amendment to the MOU.

For more information on Amendment, Modification, and Renewal Processes, refer to TEGL 16-16, RSA TAC 17-02, OCTAE Program Memo 17-4, One Stop Operations Guidance for the American Job Center Network.

***Attachment J: Termination Process***

Identify the process for terminating the MOU. Any Termination Process should be inclusive of the Amendment Process. Only individuals with signatory authority may authorize or request termination of the MOU.

***Attachment K: Negotiations/ Meeting Summary***

For each meeting (in person, virtual, or teleconference) held to discuss and/ or negotiate the MOU, a written meeting summary must be completed to support all decisions and actions made by the Partners. Duplicate this form as needed.

***Signature Pages***

Using the list of “Parties to this Agreement” in Attachment B as reference, one completed signature page must be attached for each Party.

You may add information to the Signature Page, but do not delete any information.

The MOU is to be signed by each Party after discussions are complete and the Party has reviewed the draft.

***Effective Period***

The Effective Period of this MOU is referenced in two places- this section and on each signature page. Ensure the proper box is checked and ensure consistency across the documents.

## Appendix I – Supplemental Information for Attachment C

To ensure Core Partner agency staff across Iowa identify Partner Services consistently, please refer to the following charts as you complete Attachments C-1, C-2, C-3, and C-4.

### Title II- AEFLA Program

Career and Training Services Applicable to AEFLA	Category of Service
Outreach, intake, and orientation information	Career
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, and supportive services needs	Career
Referrals to and coordination of activities with other programs and services	Career
Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of provider	Career
Provision of information on availability of supportive services or assistance and appropriate referrals including- <ul style="list-style-type: none"> <li>• childcare</li> <li>• child support</li> <li>• medical or child health assistance available through the State’s Medicaid program and CHIP</li> <li>• SNAP benefits</li> <li>• EITC (Earned Income Tax Credit)</li> <li>• assistance under TANF and</li> <li>• other supportive services and transportation</li> </ul>	Career
Integrated education and training (IET) programs	Training

## Title IV- Vocational Rehabilitation Services<sup>5</sup>

Vocational Rehabilitation Service	Category of Service	RSA-911 Data Element Number(s)
<b>Job Exploration Counseling</b>	Career	97-102
<b>Work Based Learning Experiences</b>	Training	103-108
<b>Counseling on Enrollment Opportunities</b>	Career	109-114
<b>Workplace Readiness Training</b>	Career	115-120
<b>Instruction in Self Advocacy</b>	Career	121-126
<b>Graduate College or University</b>	Training	129-135
<b>Four Year College or University Training</b>	Training	136-142
<b>Junior or Community College Training</b>	Training	143-149
<b>Occupation or Vocational Training</b>	Training	150-156
<b>On the Job Training</b>	Training	157-163
<b>Registered Apprenticeship Training</b>	Training	164-169
<b>Basic Academic Remedial or Literacy Training</b>	Training	170-176
<b>Job Readiness Training</b>	Training	177-183
<b>Disability Related Skills Training</b>	Training	184-190
<b>Miscellaneous Training</b>	Training	191-197
<b>Randolph-Sheppard Entrepreneurial Training</b>	Training	198-204
<b>Customized Training</b>	Training	205-211

<sup>5</sup> [USDOE RSA-TAC-17-01](#)

<b>Assessment</b>	Career	212-218
<b>Diagnosis and Treatment of Impairment</b>	Career	219-225
<b>Vocational Rehabilitation Counseling and Guidance</b>	Career	226-232
<b>Job Search Assistance</b>	Career	233-239
<b>Job Placement Assistance</b>	Career	240-246
<b>Short Term Job Supports</b>	Career	247-253
<b>Supported Employment Services</b>	Career	254-260
<b>Information and Referral Services</b>	Career	261-267
<b>Benefits Counseling</b>	Career	268-274
<b>Customized Employment Services</b>		275-281
<b>Extended Services</b>		282-286