

Memorandum of Understanding

IowaWORKS System Operations -

This Memorandum of Understanding (MOU) is executed between the **East Central Iowa** Local Workforce Development Board (Local WDB), the IowaWORKS 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 Local Workforce Development Area. The East Central Iowa Local WDB, along with the CLEO, provides oversight of workforce services in the Local Workforce Development Area.

The Local Workforce Development Area (LWDA) includes the following counties: **Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington**.

The CLEO for the LWDA is **Bob Yoder** who is a member of the **Washington** County Board of Supervisors.

The One Stop Operator is a consortium of the four core WIOA Programs (Title I (KCC), Title II (KCC), Title III (IWD), and Title IV (IVRS). The consortium is called East Central Iowa WIOA Core Partner Consortium (ECICPC).



Introduction

Congress enacted The Workforce Innovation and Opportunity Act (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.

lowa has previously taken steps to integrate and streamline its workforce services, but WIOA requires further integration between agencies and programs. The Parties to this memorandum of understanding (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.

lowa'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 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.

Vision Statement -

Providing a seamless and integrated workforce delivery system for businesses and individuals by:

- 1. Ensuring accessibility for all individuals, including those with barriers to employment.
- 2. Sustaining and strengthening regional economic growth through innovative sector partnerships.
- 3. Creating pathways that connect a pipeline of educated and skilled workers to current and emerging industries leading to self-sufficient careers.



IowaWORKS System Structure

The Local Workforce Development Area is made up of 1 comprehensive center and 1 affiliate center.

Iowa WORKS System locations are listed in Attachment A-1 and Attachment A-2.

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

The East Central Iowa Local Workforce Development Board (local WDB) selected the One Stop Operator, East Central Iowa Core WIOA Partner Consortium (ECICPC) 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 and selected process may be viewed on East Central Iowa website at https://www.iowawdb.gov/east-central/procurement.

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 <u>"Characteristics of the One Stop Delivery System."</u>

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 centers 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
N	hile 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
	 Memorandum of Understanding 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.

¹ IWD Policy #1.2.1 CEO Roles and Responsibilities



Local Workforce Development board	Local	Workforce	Developme	ent Board ²
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The primary role of the Local Board is to serve as a strategic convener to promote and broker effective relationships throughout the Local Workforce Development Area. The Local Board 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 Local WDB will, at a minimum:

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		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	e Stop Operator ³
	e pri	mary role of the One Stop Operator is to coordinate service delivery among partners of the ORKS system.
		1.1 Implement relationship building activities to assist in the integration of one-stop partner
		programs.
		1.2 Suggest and implement strategies to improve information sharing among partner programs.
		1.3 Suggest and implement strategies to increase partner referrals and co-enrollments.
		1.4 Assist the board in ensuring all partners are fulfilling responsibilities as outlined in the Memorandum of Understanding (MOU).
		1.5 Develop an in-depth understanding of the one-stop partner programs, services and performance requirements.
		1.6 Hold monthly core partner meetings.
		1.7 Hold quarterly required partner meetings.
		1.8 Implement a customer survey for continuous improvement.
		1.9 Ensure cross training of staff for core partner programs.
		1.10 Submit written reports to the board and CEOs and participate in committee meetings
		monthly.
		1.11 Maintain all electronic files in the IowaWORKS system.
		1.12 Follow the provisions of the IowaWORKS Standard Operating Guide, including the integrated delivery model.
		1.13 Ensure timely and accurate data collection and entry into IowaWORKS management information system.
		1.14 Provide staff assistance to LWDB committees and task forces, as appropriate.

² IWD Policy #1.4.3.1 Local Board Required Functions

³ IWD Policy #1.4.7.1 Role of the One Stop Operator



1.15 monitor	Develop and implement corrective action plans in response to board, state, or federal ing reports, or independent auditor reports, upon request of the LWDB staff.
1.16	Achieve the contract objectives and all performance measures.
1.17	Create and implement a continuous improvement model.
1.18	Conduct self-monitoring for contract compliance.
1.19 and reg	Keep appropriate records in an auditable manner as required by Federal or State statutes ulations, or LWDB requirements.
1.20	Stay on time and in budget.
1.21 schedu	Meet with the LWDB executive director on a monthly basis or another agreed upon e.

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 Iowa WORKS system.
- **2.** Use their program's funds to:
 - a. Provide career services.
 - **b.** Maintain the one-stop system and jointly fund it. ** * Title IV will contribute as allowable per federal grant.
- 3. Sign the Memorandum of Understanding (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.

Required Partner Services

The Parties to this Agreement will collaborate to ensure all required and needed services are available to lowans and lowa businesses and will work to ensure each lowaWORKS 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.
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.
 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.

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⁴ 20 CFR 678.420



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. * Title IV will contribute as allowable per federal grant.

Individualized Career Services

Individualized career services must be provided after IowaWORKS 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 IowaWORKS system is identified in Attachment C-1. * Title IV will contribute as allowable per federal grant.

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. * Title IV will contribute as allowable per federal grant.

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 16-24, can be critical to credential attainment and obtaining meaningful work experience. Each Partner's method of providing Youth Services, if applicable, is identified in <a href="https://example.com/Attachment-example.com/At

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 lowa *WORKS* system, should be collaborative across Partners. Each Partner's method of providing Business Services, if applicable is identified in <u>Attachment C-4</u>.

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 lowaWorks 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 Iowa WORKS Centers and all Partner agencies is essential to meeting the requirements and goals of the Iowa WORKS 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 Local WDB 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 lowa WORKS Center network.

The Parties to this MOU agree to participate on and with the Disability Access Committee(s) within their Local Workforce Development Area 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 IowaWORKS 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 Local WDB 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 lowa 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 Local WDB, 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 IowaWORKS 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 IowaWORKS 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 CRF 603, including but not limited to requirements for an agreement consistent with 20CFR 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 Polices 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 **East Central Iowa** Local WDB and the **East Central Iowa** one-stop operator have no responsibility and/or liability for any actions of the lowa*WORKS* center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the **East Central Iowa** Local WDB or the **East Central Iowa** 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.0.12549 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 TEGL 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 loware
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: Iowa WORKS Office Locations

Comprehensive Center Name	IowaWORKS
Center Manager Name and Title	Carlos Vega
Mailing Address	4444 1st Ave NE, Cedar Rapids, IA
Operating Hours	8:30 am to 4:30 pm M-F, W 9:00 am
Phone	319-365-9474
Email	CedarRapidsIowaWORKS@iwd.iowa.gov
Website	http://iowaworkforcedevelopment.gov/cedar-rapids

Affiliate Center Name	IowaWORKS
Center Manager Name and Title	Scott Mather
Mailing Address	1700 S. 1st Ave, Iowa City, IA
Operating Hours	8:30 am to 4:30 pm M-F, W 9:00 am
Phone	319-351-1051
Email	CedarRapidsIowaWORKS@iwd.iowa.gov
Website	http://iowaworkforcedevelopment.gov/cedar-rapids



Attachment A-2: Partners' Other Locations

Partner	Location	Services
Title 2	KCLL Building	Title 2 - Adult Education and
	6301 Kirkwood Blvd SW	Literacy
	Cedar Rapids, IA 52404	
Title 2	ICLC	Title 2 - Adult Education and
	1810 Lower Muscatine Rd,	Literacy
	Iowa City, IA 52240	
Title 2	Hope House	Title 2 - Adult Education and
	2501 Holiday Rd	Literacy
	Coralville, IA 52241	
Title 2	Faches Center	Title 2 - Adult Education and
	951 29th Ave SW	Literacy
	Cedar Rapids, IA 51404	
Title 2	KCC Washington Co. Regional	Title 2 - Adult Education and
	Center, 2192 Lexington Blvd	Literacy
	Washington, IA 52353	
Title 2	KCC Linn Co. Regional Center	Title 2 - Adult Education and
	1770 Boyson RD	Literacy
	Hiawatha, IA 52233	
Title 2	KCC Iowa County Center	Title 2 - Adult Education and
	200 West St	Literacy
	Williamsburg, IA 52361	
Title 2	KCC Tippie Mansfield Center	Title 2 - Adult Education and
	1214 9th Ave	Literacy
	Belle Plaine, IA 52208	
Title 2	KCC Benton County Center	Title 2 - Adult Education and Literacy



	111 W 3rd Street	
	Vinton, IA 52394	
Title 2	KCC Jones Co. Regional Center	Title 2 - Adult Education and
	220 Welter Drive	Literacy
	Monticello, IA52310	
Title 2	KCC Cedar County Center	Title 2 - Adult Education and
	100 Alexander Dr #2	Literacy
	Tipton, IA 52772	
Title 4	4444 1 st Ave NE Cedar Rapids,	Title 4- Iowa Vocational
	1700 S 1 st Ave # 11A lowa City	Rehabilitation Services
Proteus Inc	1548 S. Gilbert St.	WIOA Section 167
	Iowa City, IA 52240	
KCC – Main Campus	6301 Kirkwood Blvd SW	Carl Perkins
	Cedar Rapids, IA 52404	
KCC – Iowa City Campus	1816 Lower Muscatine Rd	Carl Perkins
	Iowa City, IA 52240	
KCC – Linn County Regional	1770 Boyson RD	Carl Perkins
Center	Hiawatha, IA 52233	
KCC – Johnson County Regional	2301 Oakdale Blvd	Carl Perkins
Center	Coralville, IA 52241	
KCC – Jones County Regional	220 Welter Drive	Carl Perkins
Center	Monticello, IA52310	
KCC – Washington County	2192 Lexington Blvd	Carl Perkins
Regional Center	Washington, IA 52353	
KCC – Cedar County Center	100 Alexander Dr #2	Carl Perkins
	Tipton, IA 52772	
KCC – Benton County Center	111 West 3 rd St	Carl Perkins
	Vinton, IA 52349	



KCC – Iowa County Center	200 West St	Carl Perkins
	Williamsburg, IA 52361	
KCC – Tippie-Mansfield Center	1214 9th Ave	Carl Perkins
	Belle Plaine, IA 52208	
Iowa Department for the Blind	524 4th St, Des Moines, IA	Title 4- Vocational
	50309	Rehabilitation
Senior Community Services	100 E Kimberly, Suite 302,	Senior paid Training
Employment Program (SCSEP)	Davenport, IA 52806	Opportunities for Seniors



Attachment B: Partners/ Parties to this Agreement

Program	Partner Organization	Authorizing Statute	Signatory	Signatory's Contact Information
Chief Lead Elected Official	CLEO	WIOA Title I	Bob Yoder	Byoder@co.wa shington.ia.us
Local Workforce Development Board, Chair	LWDB	WIOA Title I	Patty Manuel	Pmanuel@mve c.com
One Stop Operator	ECICPC	Kirkwood Community College	Carla Andorf	carla.andorf@k irkwood.edu
Title I - Adult,	Kirkwood Community College	WIOA Title I	Carla Andorf	carla.andorf@i wd.iowa.gov
Title I - Dislocated Worker	Kirkwood Community College	WIOA Title I	Carla Andorf	carla.andorf@i wd.iowa.gov
Title I - Youth	Kirkwood Community College	WIOA Title I	Carla Andorf	carla.andorf@i wd.iowa.gov
Title II - Adult Education & Family Literacy	Kirkwood Community College	WIOA Title II	Alex Harris	alex.harris@io wa.gov
Title III - Wagner Peyser Act	IWD	WIOA Title III	Mike Witt	mike.witt@iwd .iowa.gov
Title IV - Rehabilitation Act of 1973	Iowa Department for the Blind	WIOA Title IV	Keri Osterhaus	Keri.osterhaus @blind.state.ia .us
Title IV - Rehabilitation Act of 1973	Iowa Vocational Rehabilitation Services	WIOA Title IV	David Mitchell	David.Mitchell @iowa.gov
Career and Technical Education	Kirkwood Community College	Carl Perkins	Dennis Harden	Dennis.harden @iowa.gov
Senior Community Services	AARP Foundation	SCSEP	Demetrios Antzoulatos	dantzoulatos@ aarp.org



Employment Program (SCSEP)				
Native American programs	American Indian Council	Indian and Native American (INA), WIOA § 166	Chris Campbell; Employment Specialist, American Indian Council	ccampbell@ind iancouncil.net
National Farmworker Jobs Program	Proteus, Inc.	WIOA Section 167	Patrick Taggart	Patrickt@prote usinc.net
State Unemployment Compensation Program	IWD	Chapter 96 of the Iowa code	Christina Steen	christina.steen @iwd.iowa.gov
Jobs for Veterans State Grant (JVSG)	IWD	Title 38, United States Code, Section 4102A (b) 5 (38 U.S.C. §4102A(b)5)	Mike Witt	michael.witt@i wd.iowa.gov
ReEntry Employment Opportunities (REO) program	IWD	2008 Second Chance Act(Public Law No.110-199)	Mike Witt	michael.witt@i wd.iowa.gov
Temporary Assistance to Needy Families (TANF)	PROMISE JOBS	Social Security Act, Title IV(Part A of Title IV)	Mike Witt	michael.witt@i wd.iowa.gov
RESEA	IWD	Elizabeth Waigand	Mike Witt	Michael.witt@i wd.iowa.gov
Trade Adjustment Assistance (TAA)program	IWD	Trade Act of 1974	Mike Witt	michael.witt@i wd.iowa.gov



Attachment C: Partner Services List

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
- Follow up services
- 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 IowaWORKS centers for recruiting and interviewing job applicants



Attachment C-1: Career Services

		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			
Kirkwood Community College	Title I - Adult	Basic: A, B, C, D, E, F, G, H, I, J K, L Individual: A, B, C, D, E, F, G, H, J							
Kirkwood Community College	Title I - Dislocated Worker	Basic: A, B, C, D, E, F, G, H, I, J K, L Individual: A, B, C, D, E, F, G, H, J							
Kirkwood Community College	Title I - Youth	Basic: A, B, C, D, E, F, G, H, I, J K, L Individual: A, B, C, D, E, F, G, H, J							
Iowa Department of Education	Title II - Adult Education & Literacy		Basic: A, B, C, E, F, I, K Individual: C, D, E, F, J			Basic: A,B			



Iowa Workforce	Title III - Wagner	Basic: A, B, C, D,	Basic: A, B, C, D,		
Development	Peyser	E, F, G, H, I, J K, L	E, F, G, H, I, J K, L		
(IWD)		Individual: A, B, C,	Individual: A, B, C,		
		D, F, G	D, F, G		
Iowa Department	Title IV -				Basic- D, E, L
for the Blind	Rehabilitation Act				Individualized- B,
	of 1973				·
					D, E, F, H, I
Iowa Vocational	Title IV -		Basic: A, I,		Basic: B, C, D, E,
Rehabilitation	Rehabilitation Act		Individual: A, B, C,		F, G, H, J, K, L
Services	of 1973		D, F, G, H, I,		Individual: E, J
					iliuividual. E, J
Kirkwood	Carl Perkins	N/A			
Community					
College					
IWD	Trade Adjustment	Basic: A, B, D, E, F,	Basic: A, B, D, E, F,	Basic: A, B, D, E, F,	
	Assistance (TAA)	G, H, I, J, K, L	G, H, I, J,	G, H, I, J,	
		Individual, A. D. C	Individual A. D. C	Individual, A. D.	
		Individual: A, B, C,	Individual: A, B, C,	Individual: A, B,	
		D,F, G, H	D, G	C,E, D,G,H,J	
AARP Foundation	Senior				
	Community		Danier A. D. C. D.		
	Services		Basic: A,B,C,D		
	Employment		Individual:		
	Program (SCSEP)		A,B,F,G,H		

American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I, J, K, L		
PROTEUS, INC.	National Farmworker Jobs Program (NFJG)				Basic: A,B,C,D,E,F,J,H,I,J, K,L Individual: A,B,C,D,E,F,G,H,I,J
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE JOBS	Basic: B, D, E, F, G,H, I, K,L Individual: A, C, D, E, F, G, H			
IWD	Unemployment Compensation	Basic: A, B, D, E, F, H, I, J, L Individual: C,			
IWD	Jobs for Veterans State Grant (JVSG)	Basic: B, D, E, F, G, H, I, J, L Individual: A, B, C, D,			
IWD	Reentry Employment Opportunities (REO)	Basic: B, D, E, F, G, H, I, J, Individual: A, B, C, D,			

IWD	RESEA	Basic: A, B, C, D, E, F, I,		
TWD	RESEA	Individual: B, E, F,		



Attachment C-2: Training Services

	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		
Kirkwood Community College	Title I - Adult	A, B, C, D, E, F, G, H						
Kirkwood Community College	Title I - Dislocated Worker	A, B, C, D, E, F, G, H						
Kirkwood Community College	Title I - Youth	A, B, C, D, E, F, G, H						
Iowa Department of Education	Title II - Adult Education & Literacy		A, B, D, G, H			G		
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	N/A						
lowa Department for the Blind	Title IV - Rehabilitation Act of 1973					A, B, C, D, E		
Iowa Vocational Rehabilitation Services	Title IV - Rehabilitation Act of 1973		B, C, D, F			A, E, G, H, I		
KCC – Main Campus	Carl Perkins					B,C,D,L		

IWD	Trade Adjustment Assistance (TAA)	N/A			
AARP Foundation	Senior Community Services Employment Program (SCSEP)	N/A			
PROTEUS, INC.	National Farmworker Jobs Program (NFJG)				A,B,C,D,E,F,J,H
American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I		
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	A, D, F, H			
IWD	Unemployment Compensation	N/A			
IWD	Jobs for Veterans State Grant (JVSG)	N/A			

IWD	Reentry Employment Opportunities (REO)	N/A		
IWD	RESEA	N/A		



Attachment C-3: Youth Services

Kirkwood	Title I - Adult	A, B, C, D, E, G, I,			
Community		J, K, L, M, N			
College					
Kirkwood	Title I - Dislocated	A, B, C, D, E, G, I,			
Community College	Worker	J, K, L, M, N			
Kirkwood	Title I - Youth	A, B, C, D, E, F, G,			
Community College		H, I, J, K, L, M, N			
Iowa Department	Title II - Adult		E,N		N
of Education	Education & Literacy				
Iowa Workforce	Title III - Wagner	М			
Development (IWD)	Peyser				
Iowa Department	Title IV -				C, D, E, F, J, K, L,
for the Blind	Rehabilitation Act of 1973				M, N
Iowa Vocational	Title IV -		C, D, F, G, J, L, N		A, B, E, H, I, K, M
Rehabilitation	Rehabilitation Act				
Services	of 1973				

Kirkwood Community	Carl Perkins	N/A				
College						
IWD	Trade Adjustment Assistance (TAA)	N/A				
AARP Foundation	Senior Community Services Employment Program (SCSEP)					
		1		1	1	
American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I, J, K, L, M, N			
PROTEUS, INC.	National Farmworker Jobs Program (NFJG)					C,D,F,G,H,I,K,M,N
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs					
IWD	Unemployment Compensation	N/A				
IWD	Jobs for Veterans State Grant (JVSG)	N/A				



IWD	Reentry Employment Opportunities (REO)	N/A		
IWD	RESEA			



Attachment C-4: Business Services

		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		
Kirkwood Community College	Title I - Adult	C, D, E, F, G, H, J, K, M, N						
Kirkwood Community College	Title I - Dislocated Worker	C, D, E, F, G, H, J, K, M, N						
Kirkwood Community College	Title I - Youth	C, D, E, F, G, H, J, K, M, N						
Kirkwood Community College	Title II - Adult Education & Literacy		J			J		
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	A, B, C, D, E, F, G, H, M, N,						
lowa Department for the Blind	Title IV - Rehabilitation Act of 1973					C, G, L, K		



Iowa Vocational	Title IV -				A, B, C, D, H, I, J,
Rehabilitation Services	Rehabilitation Act of 1973		E, F, G, A, L, M		N
IWD	Trade Adjustment Assistance (TAA)	N/A			
Kirkwood Community College	Perkins	N/A			
AARP Foundation	Senior Community Services Employment Program (SCSEP)				
American Indian Council	Native American Programs				
PROTEUS, INC.	National Farmworker Jobs Program (NFJG)				
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	N/A			
IWD	Unemployment Compensation	D,E, F, M			



IWD	Jobs for Veterans State Grant (JVSG)			
IWD	Reentry Employment Opportunities (REO)	B, C,D, F, G, M, N		
IWD	RESEA			

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

Partner	Program	Service	Explanation
Kirkwood Community College	WIOA Title 2	Basic: A, B, C, E, F, I, K Individual: C, D, E, F, J Training: A, B, D, G, H Youth Services: E, N Business Services: J	Full-time services are offered in 2 locations within Cedar Rapids and Iowa City. Part-time services are offered in the other locations named in A2.
Proteus, Inc	National Farmworker Jobs Program (NFJG)	Basic: A,B,C,D,E,F,J,H,I,J,K,L	Proteus, Inc provides full time services throughout the seven county area, and has a permanent office in Iowa City.



		Individual: A,B,C,D,E,F,G,H,I,J Training: A,B,C,D,E,F,J,H Youth: C,D,F,G,H,I,K,M,N	Services are available to IowaWORKS center customers through direct linkage.
AARP Foundation	SCSEP Program	Basic: A,B,C,D Individual: A,B,F,G,H	Provide participants with training and support services that are important for finding future employment. The services include Individual Employment Plan (IEP) development, specialized training to prepare for placements, wages and fringe benefits, annual physicals and assistance in securing future employment



Attachment D: Referral Process

LWDA: East Central Iowa Workforce Development Area

IowaWORKS System Partners'

Referral Process

Step I:

Customer enters workforce system and completes initial assessment. Needs are identified and referrals to workforce and community programs completed. A referral guide has been in use for 4 years to assist with referrals. It is currently being updated by the one-stop partner consortium.

Step II:

Customer is linked with local providers through completion of the web based referral form. When possible also complete a warm handoff with customer, connecting them with the appropriate entity either in person, via phone or via electronic means. Partner receiving the referral will close the loop on the referral by finalizing the referral form tracking document with status of the referral.

Step III:

Partner receiving the referral serves the customer, and continues to make referrals as needed.

Method for Documenting Referrals:

A web form is used to track referrals, with data being monitored in a shared spreadsheet.

Method for Tracking Status of Referrals:

The receiving entity is to provide an update on the status of the referral in the shared spreadsheet. Each partner agency assigns an individual to monitor and process incoming referrals. All staff members are trained and encouraged to make referrals.

Database(s) utilized for Documenting and Tracking Referrals:

A web form is used to track referrals, and all data is then transferred automatically to a shared spreadsheet. This is used to track referrals. Each referring and receiving partner also documents ongoing services with participants in required data systems for their program.

If a Referral Form will be used, how will you ensure the form is accessible?

Form platform is Microsoft Forms and meets Section 508 of the ADA.

Referral guide is a PDF and is accessible through screen readers.

Other information necessary regarding referrals:





Training on how to use the referral guide and web form is completed annually with core WIOA
partners. Limited client information is shared via the web form to ensure no personal information is
being shared inappropriately.

☐ Check here if a Referral Form is attached.



Attachment E: Accessibility Plan

LWDA: East Central Iowa Workforce Development Area

IowaWORKS System Partners'

Accessibility Plan

How will partners ensure physical accessibility of the system?

The ECI's Physical Accessibility Plan is reviewed and maintained by the One Stop Operator (OSO) & Reviewed by Disability Access Committee (DAC.) The plan is available to the ECIWDB. Partnership with the Iowa Client Assistance Program, One Stop Partners and other stakeholders have contributed to successful elimination of physical barriers.

System Partners consult with IDB, & IVRS, and the Disability Access Committee to conduct accessibility items pertaining to parking, entrances, restrooms, doorways, and ADA related benchmarks that are required to provide full and equal access to customers, which includes timely provision of services and linkage with appropriate accommodations, as needed.

WIOA partners are welcome to seek out accessibility studies of their physical spaces, and receive technical support from IVRS/IDB to understand and reach compliance with the study.

How will partners ensure virtual accessibility of the system?

Virtual accessibility is defined and guided by the following:

- <u>Section 188 of the Workforce Innovation and Opportunity Act (WIOA)</u>, as relates to the provision of accessible materials and technologies for career seekers and employees who need them
- <u>Section 504 of the Rehabilitation Act of 1973</u> as relates to the provision of auxiliary aids and services in a timely manner to career seekers in postsecondary programs that receive federal funding
- Americans with Disabilities Act (ADA) as relates to Titles I and II, and the provision of auxiliary aids and services described in Section 504, regardless of federal funding provided to the career training agency/program
- <u>Section 508 of the Rehabilitation Act of 1973</u> as relates to federal technology accessibility standards in the procurement of digital materials and technologies

The East Central Iowa local area one-stop operator consortium is focusing on accessibility for FY2023. This will involve an evaluation of accessibility within the local workforce system, utilizing the definitions and guides referenced above. With the increased use of virtual systems to provide services, this is an area for increased awareness and understanding.

How will partners ensure communications accessibility?



The One Stop utilizes a diverse range of communication tools to aid in accessible use of services.

- Print/Large Print
- Email
- Phone/ Video Call/Text (Some Programs)
- TTY
- Meeting Platforms W/ Imbedded Closed Captioning
- Accessible Digital Text
- Audio with Transcript
- Handouts
- Infographics/Visuals
- Recorded Meeting Capabilities
- ASL Interpreter services (Virtual and On-Site)
- Foreign language Interpretation (Virtual and On Site options)
- Consult with The Iowa Library for the Blind and Print Disabled at the Iowa Department for the Blind.

How will partners ensure programmatic accessibility?

ECI's Disability Access Committee serves as an advisory group to the One Stop Operator (OSO) and LWDB for virtual accessibility and ADA compliance. Customers are invited to share concerns. Usage of the National Center on Accessible Educational Material's guide assists with vetting program accessibility in areas.

The OSO and DAC work collaboratively to identify solutions to systemic and individual customer barriers. The ECI OSO works with a broad range of subject matter experts, such as Independent Living Centers and our Disability Integrated Resource Teams to identify solutions.

Additional Consult on best practices are available to the local team from the following national sources:

- National Technical Assistance Center on Transition (NTACT)
- Job Accommodation Network (JAN)
- Partnership on Employment & Accessible Technology (PEAT)



- LEAD Center
- AccessATE
- Bookshare
- Youth Technical Assistance Center (Y-TAC)



Attachment F: Outreach Plan

LWDA: East Central Iowa Workforce Development Area

IowaWORKS System Partners'

Outreach Plan

Outreach to specific targeted populations

Partners agree that meeting WIOA's mandate for increased access to workforce services is critical to the success of the local workforce and businesses. In particular, individuals with barriers to employment are a priority as we work collaboratively to deliver workforce services. Outreach to these particular groups will occur in partnership with other WIOA and community partners who may serve these populations, as well as through paid outreach activities when needed. Targeted population groups include:

- Individuals with disabilities, including those with vision loss
- Displaced homemakers
- Low-income individuals
- Veterans
- Native Americans, including Indians, Alaska Natives and Native Hawaiians
- Individuals age 55 and older
- Returning citizens
- Homeless individuals
- Youth who are in or have aged out of the foster care system
- English language learners (individuals with Limited English Proficiency (LEP))
- Individuals who have low levels of literacy
- Individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers
- Single parents, including single pregnant women
- Long term unemployed individuals
- Individuals within 2 years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act



WIOA partners leverage the expertise and connections of each other and community partners to maximize access to services, conduct outreach and education with stakeholders within the region, and participate in accessibility initiatives.

Core WIOA partners participate together in two annual all staff in-service events to increase coordination of services and activities to meet job seeker and business needs.

Outreach on programs

Core WIOA programs have developed joint marketing of the IowaWORKS one stop center and services. It is the belief of the East Central Iowa WIOA partners that businesses and job seekers should not be asked to understand all the various WIOA and workforce programs and which partner service will meet their needs, especially when some WIOA partner services overlap. To help support a better understanding and increased access of WIOA services, the WIOA partner team has developed outreach materials that focus on <u>services</u> instead of programs. Then it is up to the workforce team members to identify which <u>services</u> a business or job seeker needs/wants and convene the appropriate partners to the table to serve the customer.

This system promotes the one-stop as a source for workforce solutions. Instead of making job seekers or businesses try to navigate the many workforce programs, we encourage them to identify the types of services they may need, and team members help them navigate the appropriate workforce programs.

Outreach on business customer

The core WIOA partners have an integrated business services team. The business services team coordinates outreach to businesses, participation in local workforce groups and business services. The goal of this group is to approach businesses as one integrated team from the one-stop center, creating efficiencies for WIOA programs and businesses. The core partners also coordinate who will attend each sector board meeting in the East Central lowa area. This area has six industry sector boards. The integrated business services team coordinates to ensure consistent messaging from each WIOA core partner representative of the one-stop area to each board. Information learned at each board meeting is brought back and shared with all partners.

Outreach to Job Seeking Customer



- Workforce partners work to collaborate on outreach activities for job seekers. Below are some examples of outreach activities partners complete collaboratively and independently as necessary:
- Job Fairs
- Email blasts
- Walk in traffic
- Workshops
- RESEA
- Paid outreach (websites, mailers, radio, social media)
- Community Based Organizations (ie. Flyers in food pantry boxes)
- Staff housed within community partners
- Meetings with laid off workers

Overall the teams continue to adjust and align services in new ways to be responsive and sensitive to the needs that have been realized from impacts related to Derecho and COVID-19. The past year has taught partners to be flexible in how we collaborate together and provide services. The WIOA partners will continue to adjust services as needed in the future.



Attachment G: Data Sharing Training Plan

LWDA: East Central Iowa Workforce Development Area IowaWORKS System Partners' **Data Sharing Training Plan** Title 1 and Title 3 and Title 4 complete data security training annual through the State of Iowa to ensure data security. Title 1 and Title 2 complete similar data security training through KCC. In addition, FERPA training on is also required for Title 1 and Title 2. The referral web form referenced earlier includes minimal information to ensure the receiving entity has enough to reach out to the customer, but to not breach any data security guidelines. The State of Iowa departments including the Iowa Department of Education, Iowa Vocational Rehabilitation Services and Iowa Workforce Development have data sharing agreements. If we don't have a data agreement we will secure releases of information.



Attachment H: Dispute Resolution Process

LWDA: East Central Iowa Workforce Development Area
IowaWORKS System Partners'
Dispute Resolution Process
Step I:
Signatories of this MOU may submit a dispute in writing to the one-stop operator. If the one-stop operator is a consortium the lead entity will receive the dispute, or if the operator is one entity, that entity will receive the dispute. The one-stop operator will then establish a meeting with the MOU partner to negotiate a resolution which may involve the local workforce board. As appropriate, an update to the MOU may be completed to reach a resolution. If a resolution is unable to be reached, the MOU signatory will proceed to Step II.
Step II:
If local attempts to resolve the dispute have been unsuccessful, the agency with the dispute shall notify lowa 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



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. No local dispute may go directly to the SWDB without first being addressed by the Core Partner Team.



Attachment I: Amendment/ Modification Process

LWDA: East Central Iowa Workforce Development Area

IowaWORKS System Partners'

Amendment Process

Parties to the MOU may submit an amendment in writing to the local board via the **contact information provided on the local board's website,** https://www.iowawdb.gov/east-central/home. Board staff will present the amendment to the **local board** for consideration. The MOU partner may ask to or be invited to present the amendment at a board meeting. The local board will vote to accept or deny the amendment.



Attachment J: Termination Process

LWDA: East Central Iowa Workforce Development Area

IowaWORKS System Partners'

Termination Process

If an MOU partner wishes to terminate the MOU agreement, the partner will submit in writing a request to the executive director of the local board to terminate the agreement. The request will be presented to the local board for review. If no solution between the local board and MOU Partner can be reached to prevent termination of the agreement, the board will officially dissolve the agreement with the requesting MOU partner.



Attachment K: Negotiations/ Meeting Summary

LWDA:

Date of Meeting: 5/14/2021

Attendees: Carla Andorf, Bob Yoder, Scott Mather, Brian Meier, Monica Brockway, Heidi Soethout, Carlos Vega, Johnna Forbes, Shannon Jamison, Heather Garcia, Christy Roush, Paula Land, Chelley Pratt, Terry Rhinehart, Colette Atkins, Steve Bunn, Travis Robinson, Patrick Taggart, Elizabeth Waigand, Amy Grunewaldt, Jamie Phipps

Topic	Discussion	Decision Made/ Action Taken
Overview of WIOA	Carla reviewed WIOA	
Overview of OSO	Monica reviewed OSO	
Reason for Quarterly Partner meetings	Monica, Carla and Amy reviewed	
Vision Discussion and Brainstorming for required quarterly meetings	Amy lead a discussion regarding each partners goal for participant outcomes and goals for the WIOA team.	Feedback provided and discussed. Participants encouraged to add additional information to the shared document after the meeting.
MOU Q&A	Carla reviewed the MOU No questions at that time.	Reminded partners to complete the form, obtain signature and returned a scanned copy of the signature page by May 26. Asked partners to notify Carla if they are not able to met the May 26 deadline.

By signing my name below, I, Robert Yoder, certify that I have read the information contained in this Memorandum of Understanding (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 date listed in Effective Period of this MOU, whichever occurs earlier.

In Ch Gode	06/25/2021
Signature	Date
Robert Yoder	ECIWDB CLEO
Print Name	Title

<u>East Central Iowa Workforce Development Board</u> Partner Agency/ Program(s) Represented

11

By signing my name below, I, Patty Manuel, certify that I have read the information contained in this Memorandum of Understanding (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 date listed in Effective Period of this MOU, whichever occurs earlier.

Take and	6-23-202	
Signature	Date	
Patty Manuel	ECIWDB Board Chair	
Print Name	Title	

<u>East Central Iowa Workforce Development Board</u> Partner Agency/ Program(s) Represented

By signing my name below, I, Carla Andorf, certify that I have read the information contained in this Memorandum of Understanding (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 date listed in Effective Period of this MOU, whichever occurs earlier.

Carla Andorf	5/26/2021
Signature	Date
Carla Andorf	Dean
Print Name	Title
One Stop Operator-East Central Iowa Core Partner C	<u>Consortium</u>
Partner Agency/ Program(s) Represented	
Carla Andorf	5/26/2021
Signature	Date
Carla Andorf	Dean
Print Name	Title
_Kirkwood Community College-WIOA Title 1-Dislocat	ed Worker
Partner Agency/ Program(s) Represented	
Carla Andorf	5/26/2021
Signature	Date
Carla Andorf	_ <u>Dean</u>
Print Name	Title
Kirkwood Community College-WIOA Title 1-Adult	
Partner Agency/ Program(s) Represented	
Carla Andorf	5/26/2021
Signature	Date
Carla Andorf	<u>Dean</u>
Print Name	Title
Kirkwood Community College-WIOA Title 1-Youth	-
Partner Agency/ Program(s) Represented	



By signing my name below, I, Alex Harris, certify that I have read the information contained in this Memorandum of Understanding (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 date listed in <u>Effective Period</u> of this MOU, whichever occurs earlier.

Ahrtig 2	June 4, 2021
Signature	Date
_Alex Harris	State Director for Adult Education
Print Name	Title
Title II, WIOA - Iowa Department of Education	

Partner Agency/Program(s) Represented

By signing my name below, I, Keri Osterhaus, certify that I have read the information contained in this Memorandum of Understanding (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 date listed in Effective Period of this MOU, whichever occurs earlier.

Kui Ostukaus Signature	6/14/2021 Date
Keri Osterhaus	_VR Program Administrator
Print Name	Title

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



By signing my name below, I, David Mitchell, certify that I have read the information contained in this Memorandum of Understanding (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.

- a) In three years
- b) Upon amendment, modification, or termination, or
- c) On date listed in Effective Period of this MOU, whichever occurs earlier.

David Mitchell	6/15/2021
Signature	Date
David L. Mitchell	Administrator
Print Name	Title
IVRS	_
Partner Agency/ Program(s) Represented	

By signing my name below, I, **Dennis Harden**, certify that I have read the information contained in this Memorandum of Understanding (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 date listed in Effective Period of this MOU, whichever occurs earlier.

June 15, 2021

Signature Date

Dennis D. Harden Bureau Chief, CTE

Print Name Title

<u>Kirkwood Community College, Carl Perkins (Iowa Department of Education)</u>

Partner Agency/ Program(s) Represented

Derniy DHarden



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

- a) In three years
- b) Upon amendment, modification, or termination, or
- c) On date checked in Effective Period of this MOU, whichever occurs earlier.

Patricia D. Shannon Patricia D.	Shannon 6/29/2021
Signature	Date
Patricia D. Shannon	CFO and SVP
Print Name	Title
AARP	
Partner Agency/ Program(s) Represented	

By signing my name below, I Christine Campbell, certify that I have read the information contained in this Memorandum of Understanding (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

arpbell

c. On date listed in Effective Period of this MOU, whichever occurs earlier.

Signature

June 15, 2021

Date

Christine Campbell

Print Name

Executive Director

Title

American Indian Council

Partner Agency/ Program(s) Represented

By signing my name below, I, **Daniel Hoffman-Zimmel**, certify that I have read the information contained in this Memorandum of Understanding (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.

- a. In three years
- b. Upon amendment, modification, or termination, or
- c. On date listed in Effective Period of this MOU, whichever occurs earlier.

Daniel Joffman - Zund	6/09/2021	
Signature	Date	
Daniel Hoffman-Zinnel	CEO	
Print Name	Title	
Proteus, Inc.		
Partner Agency/ Program(s) Represented		

By signing my name below, I, Christina Steen, certify that I have read the information contained in this Memorandum of Understanding (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.

- a. In three years
- b. Upon amendment, modification, or termination, or
- c. On date listed in Effective Period of this MOU, whichever occurs earlier.

Christein Steen		
	06/8/21	
Signature	Date	
Christina Steen	UI Division Administrator	
Print Name	Title	
_lowa Workforce Development_State Unemployment Compensation Program		
Partner Agency/ Program(s) Represented		



By signing my name below, I, Michael Witt, certify that I have read the information contained in this Memorandum of Understanding (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.

- a) In three years
- b) Upon amendment, modification, or termination, or
- c) On date listed in Effective Period of this MOU, whichever occurs earlier.

due c. litt		
	6-8-2021	
Signature	Date	
Michael Witt	Division Administator - IWD	
Print Name	Title	
Title III- Wagner Peyser, JVSG-Jobs for Veterans State Gran	t, REO-Reentry Employment, TANF-Promise	
Jobs, RESEA		
Partner Agency/ Program(s) Represented		

By signing my name below, I, Michelle Mcnertney@iwd.iowa.gov, certify that I have read the information contained in this Memorandum of Understanding (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.

- a. In three years
- b. Upon amendment, modification, or termination, or
- c. On date listed in Effective Period of this MOU, whichever occurs earlier.

Mille MM orly	6/15/2021
Signature	Date
Michelle McNertney	Division Administrator, IWD
Print Name	Title
Trade Adjustment Assistance (TAA)program	
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). <a href="https://www.iwo.numerica.numeric

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 <u>IWD Policy 1.4.9- Characteristics of the One Stop Delivery</u>
System

Direct Linkage – a direct connection at the center within a reasonable time by phone or through a real time we 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.



Memorandum of Understanding (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 memorandum shall be reviewed not less than once every three-year period to ensure appropriate funding and delivery of services.

lowa WORKS 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.

lowa *WORKS* **One Stop Operator** – an entity or consortium of entities competitively selected in accordance with WIOA section 121(d) to operate an lowa *WORKS* 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
- Transitional jobs
- J. Job readiness training
- K. Adult education and literacy activities in combination with a training program
- 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 lowa 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.