

MEMORANDUM OF UNDERSTANDING

IowaWORKS System Operations

This Memorandum of Understanding (MOU) is executed between the **North 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 IowaWORKS centers in the Local Workforce Development Area. The **North 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: **Calhoun, Hamilton, Humboldt, Pocahontas, Webster, and Wright**.

The CLEO for the LWDA is **Sandy Loney** who is a member of the **Humboldt** County Board of Supervisors.

The Local WDB selected the One-Stop Operator, State Public Policy Group (SPPG), 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 <https://www.iowawdb.gov/north-central/procurement> .

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.

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

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

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

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

Purpose

The 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

The North Central Workforce Development Board (LWDB) will serve as a strategic leader and convener of local workforce development system stakeholders.

The LWDB will partner with employers and the local workforce development system to develop policies and investments that support public workforce system strategies that support:

- a. The area economy;
- b. The development of effective approaches including local and area sector partnerships and career pathways; and
- c. High quality, customer centered service delivery and service delivery approaches.

In partnership with the CEO Board, the LWDB will set policy for the portion of the statewide workforce development system within the Area and consistent with State policies.

IowaWORKS System Structure

The Local Workforce Development Area is made up of **1** of comprehensive centers.

IowaWORKS System locations are listed in [Attachment A-1](#) and [Attachment A-2](#).

Partners/ Parties to this Agreement are listed in [Attachment B](#).

The **North Central Iowa** Local Workforce Development Board (local WDB) selected the One Stop Operator, **State Public Policy Group (SPPG)**, 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 **North Central Iowa Local Workforce Development Board** website at iowadb.gov/northcentral-iowa/home.

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

Service Design

WIOA Section 121 identifies the Federal programs and requires that the services and activities under each of those programs must be made available through each local area's One Stop Delivery System. The entities that receive the Federal funds for each of these programs and/ or have the responsibility to administer the respective programs in the local area are required partners under WIOA. One stop 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

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

- In partnership with the LWDB and Partners develop and submit a Local Plan that includes a description of the activities that shall be undertaken within the local system
- Approve all significant actions of the LWDB including, but not limited to,
 - Competitive selection of a One Stop Operator and other providers
 - Termination of One Stop Operator and other providers, if necessary
 - LWDB Budget
 - 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 Board²

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:

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

One Stop Operator³

The primary role of the One Stop Operator is to coordinate service delivery among partners of the lowaWORKS system.

- Coordinate Core Partner meetings,
- Coordinate Required Partner meetings,
- Maintain a customer satisfaction rate of at least 85%,
- Coordinate staff cross-training activities,
- Submit reports to the Board and CEOs,
- Attend committee meetings as designated by the Board,
- Meet with the NCIWDB Executive Director regularly, and
- Assist the Board with ensuring all partners are fulfilling responsibilities as outline in the local MOU.

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 lowaWORKS system.
2. Use their program's funds to:
 - a. Provide career services.

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

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

⁴ [20 CFR 678.420](#)

- b. Maintain the one-stop system and jointly fund it.
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 Iowans and Iowa businesses and will work to ensure each IowaWORKS 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](#).

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 IowaWORKS center per local workforce development area. Each Partner's method of providing Basic Career Services in the IowaWORKS system is identified in [Attachment C-1](#).

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](#).

Training Services

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

Follow up Services

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

Youth Services

Services for youth, ages 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 [Attachment C-3](#).

Business Services

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

Referrals

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

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

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

Accessibility

Accessibility to the services provided by the IowaWORKS Centers and all Partner agencies is essential to meeting the requirements and goals of the IowaWORKS network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or Federal law.

- 1. Physical Accessibility** – IowaWORKS centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.
- 2. Virtual Accessibility** – The 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 IowaWORKS 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 IowaWORKS 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 IowaWORKS 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 polices 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 CFR 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

By signing this MOU, the Parties attest that their respective agency's Confidentiality Policies have been reviewed and are not in conflict with the confidentiality section of this MOU.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38. The Parties agree to fully comply with the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 (1973), as amended by Iowa Executive Order 1934 (1988).

Indemnification

All Parties to this MOU recognize the partnership consists of various levels of government, not-for-profit entities, and for-profit entities. Each Party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other Party, State or non-State, for the consequences of any act or omission of any third Party. The Parties acknowledge the **North Central Iowa Local WDB** and the **North Central Iowa Local Workforce Development Area** one-stop operator have no responsibility and/or liability for any actions of the Iowa *WORKS* center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the **North Central Iowa Local WDB** or the **North Central Iowa Local Workforce Development Area** one-stop operator.

Severability

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

Drug and Alcohol-Free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency

maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby Federal entities using Federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. §4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. §49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary, Compensation, and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with 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 Iowa State Workforce Development Board.

All Parties to this MOU agree to the Termination Process provided in [Attachment J](#).

Effective Period

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

MOU Attachments

Attachment A-1: IowaWORKS Office Locations

Comprehensive Center Name	IowaWorks Center- Fort Dodge
Center Manager Name and Title	Faith Miller, Operations Manager
Mailing Address	3 Triton Circle, Fort Dodge, Iowa 50501
Operating Hours	Mon., Tues., Thurs., Fri. 8:30-4:30, Wed. 9:00-4:30 Sat., Sun. Closed
Phone	515-576-3131
Email	FortDodgeIowaWorks@iwd.iowa.gov
Website	https://www.iowaworkforcedevelopment.gov/fort-dodge

Attachment A-2: Partners' Other Locations

Partner	Location	Services
Title I- Adult, Dislocated Worker and Youth- Children and Families of Iowa	3 Triton Circle, Fort Dodge, Iowa 50501	See Attachment C
Title I-Youth Services- Children and Families of Iowa	111 Avenue O West, Fort Dodge, Iowa 50501	See Attachment C
Title II- Iowa Central Community College- Adult Education and Literacy	Main Campus: Iowa Central Community College, One Triton Circle, Fort Dodge, Iowa 50501	See Attachment C
Title II- Iowa Central Community College- Adult Education and Literacy	Webster City Campus: Iowa Central Community College, 1725 Beach Street, Webster City, Iowa 50595	See Attachment C
Title II- Iowa Central Community College- Adult Education and Literacy	Eagle Grove Campus: Iowa Central Community College, 216 S. Park Avenue, Eagle Grove, Iowa 50533	See Attachment C
Title III-Iowa Workforce Development	3 Triton Circle, Fort Dodge, Iowa 50501	See Attachment C
Title IV- Iowa Vocational Rehabilitation Services (IVRS)	2 Triton Circle, Fort Dodge, Iowa 50501	See Attachment C
Title IV- Iowa Department for the Blind	524 4 th Street, Des Moines, Iowa 50309	See Attachment C

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	Sandy Loney	sloney@humboldtcountyia.org
Local Workforce Development Board, Chair	LWDB	WIOA Title I	Kyle Bangert	Bangert.kyle@gmail.com
One Stop Operator	SPPG, LLC	WIOA Title I	Jackie Norris	jackie@sppg.com
Title I - Adult	Children and Families of Iowa	WIOA Title I Adult	Janice Lane Schroeder	janicel@cfiowa.org
Title I - Dislocated Worker	Children and Families of Iowa	WIOA Title I Dislocated Worker	Janice Lane Schroeder	janicel@cfiowa.org
Title I - Youth	Children and Families of Iowa	WIOA Title I Youth	Janice Lane Schroeder	janicel@cfiowa.org
Title II - Adult Education & Family Literacy	Iowa Central Community College	WIOA Title II	Alex Harris, State Director of Adult Education	alex.harris@iowa.gov
Title III - Wagner Peyser Act	IWD	WIOA Title III	Michael Witt, AJC Division Administrator	michael.witt@iwd.iowa.gov
Title IV - Rehabilitation Act of 1973	Iowa Department for the Blind	WIOA Title IV Iowa Vocational Rehabilitation	Keri Osterhaus, VR Program Administrator	Keri.osterhaus@blind.state.ia.us
Title IV - Rehabilitation Act of 1973	Iowa Vocational Rehabilitation Services	WIOA Title IV Iowa Vocational Rehabilitation	David Mitchell, IVRS Administrator	David.mitchell@iowa.gov
Career and Technical Education	Iowa Central Community College	Strengthening CTE for the 21 st Century Act (Perkins V)	Dennis Harden, CTE Bureau Chief	Dennis.harden@iowa.gov
Senior Community Services Employment Program (SCSEP)	National Able Network	Title V Older Americans Act	Bridget Altenburg	baltenburg@nationalable.org

Program	Partner Organization	Authorizing Statute	Signatory	Signatory's Contact Information
Job Corps	Denison Job Corps	United States Code Title 29, Chapter 32, Subchapter I, Part C	Shari Clausen	Clausen.shari@jobcorps.org
YouthBuild	N/A	United States Code Title 29, Chapter 32, Subchapter I, Part D §3226		
Native American programs	American Indian Council	Indian and Native American (INA), WIOA § 166	Chris Campbell, Director American Indian Council E&T Program	ccampbell@indiancouncil.net
National Farmworker Jobs Program	Proteus, Inc.	WIOA Section 167	Daniel Hoffman-Zinnel	danielz@proteusinc.net
State Unemployment Compensation Program	IWD	Chapter 96 of the Iowa Code	Christina Steen, UI Division Administrator	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)	Michael Witt, AJC Division Administrator	michael.witt@iwd.iowa.gov
ReEntry Employment Opportunities (REO) program	IWD	2008 Second Chance Act(Public Law No.110-199)	Michael Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Housing and Urban (HUD) Development E&T programs	N/A			
Community Services Block Grant (CSBG)	N/A			
Temporary Assistance to Needy Families (TANF)	Promise Jobs	Personal Responsibility and Work Opportunity Reconciliation Act of 1996	Michael Witt, AJC Division Administrator	michael.witt@iwd.iowa.gov

Program	Partner Organization	Authorizing Statute	Signatory	Signatory's Contact Information
RESEA	IWD	42 U.S. Code § 506 - Grants to States for reemployment services and eligibility assessments	Michael Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Trade Adjustment Assistance (TAA) program	IWD	Trade Act of 1974	Michelle McNertney, WFS Division Administrator	Michelle.mcnertney@iwd.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
- I. Follow up services
- J. Comprehensive guidance and counseling
- K. Financial literacy education
- L. Entrepreneurial skills training
- M. Services that provide labor market information
- N. Postsecondary preparation and transition activities

Business Services

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

Attachment C-1: Career Services

Partner	Program	Method of Providing Service				
		In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Children and Families of Iowa	Title I - Adult	Basic: A-L Individualized: A-J Follow- up: A				
Children and Families of Iowa	Title I - Dislocated Worker	Basic: A-L Individualized: A-J Follow- up: A				
Children and Families of Iowa	Title I - Youth	Basic: A-L Individualized: A-J Follow- up: A				
Iowa Department of Education	Title II - Adult Education & Literacy					Basic: A, B, C, E, F, G, H, I, K, L Individualized: A, D, E, F, G, J Follow Up Services A
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	Basic: A, B, C, D, E, F, G, H, I, J, K, L Individual: A, B, C, D, F, G				
Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973					Basic- D, E, L Individualized- B, D, E, F, H, I

Iowa Vocational Rehabilitation Services	Title IV - Rehabilitation Act of 1973					Basic Career D, E Individual Career B, D, F, H, I
IWD	Trade Adjustment Assistance (TAA)	Basic: A-L Individualized: A, B, C, D, F, G, H, I				
National Able Network	AARP Foundation/Senior Community Services Employment Program (SCSEP)		Basic: A-D Individualized: A, B, F, G, H			
Denison Job Corps	Job Corps	A, D, E, F, I, L				C
N/A	YouthBuild					

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
American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I, J, K, L			
Proteus, Inc.	National Farmworker Jobs Program (NFJP)					Basic: A, B, C, D, E, F, J, H, I, J, K, L Individual: A, B, C, D, E, F, G, H, I
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	A, B, C, D, E, F, G, H, I, J, K, L				Basic Career Services A
IWD	Unemployment Compensation					Basic Career Services D, E, F, J
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				
N/A	Housing & Urban Development (HUD) Employment & Training Programs					
N/A	Community Services Block Grant (CSBG)					

Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
IWD	RESEA	Basic: A, B, C, D, E, F, I, Individual: B, 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
Children and Families of Iowa	Title I - Adult	A-I				
Children and Families of Iowa	Title I - Dislocated Worker	A-I				
Children and Families of Iowa	Title I - Youth	A-I				
Iowa Department of Education	Title II - Adult Education & Literacy					A, D, F, G, H
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	N/A				
Iowa 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					A, B, C, D, E

IWD	Trade Adjustment Assistance (TAA)	A-I				
National Able Network	AARP Foundation/Senior Community Services Employment Program (SCSEP)		D			
Denison Job Corps	Job Corps					A
N/A	YouthBuild					
American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I			
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
Proteus, Inc.	National Farmworker Jobs Program (NFJP)					A, B, C, D, E, F, J, H
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	N/A				
IWD	Unemployment Compensation	N/A				
IWD	Jobs for Veterans State Grant (JVSG)	N/A				
IWD	Reentry Employment	N/A				

	Opportunities (REO)					
N/A	Housing & Urban Development (HUD) Employment & Training Programs					
N/A	Community Services Block Grant (CSBG)					
IWD	RESEA	n/a				

Attachment C-3: Youth Services

Partner	Program	Method of Providing Service				
		In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Children and Families of Iowa	Title I - Adult	N/A				
Children and Families of Iowa	Title I - Dislocated Worker	N/A				
Children and Families of Iowa	Title I - Youth	All Youth Services (A-N)				
Iowa Department of Education	Title II - Adult Education & Literacy					A, B, D, E, G, I, J, K, M, N
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	N/A				

Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973					C, D, E, F, J, K, L, M, N
Iowa Vocational Rehabilitation Services	Title IV- Rehabilitation Act of 1973					C, D, E, F, L, M, N
IWD	Trade Adjustment Assistance (TAA)	N/A				
National Able Network	AARP Foundation/Senior Community Services Employment Program (SCSEP)	N/A				
Denison Job Corps	Job Corps					A, B, C, D, E, F, G, I, J, K, M, N
N/A	YouthBuild					
American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I, J, K, L, M, N			

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
Proteus, Inc.	National Farmworker Jobs Program (NFJP)					C, D, F, G, H, I, K, M, N
IWD	Temporary Assistance for Needy Families (TANF)- PROMISE Jobs	N/A				
IWD	Unemployment Compensation	N/A				

Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
IWD	Jobs for Veterans State Grant (JVSG)	N/A				
IWD	Reentry Employment Opportunities (REO)	N/A				
N/A	Housing & Urban Development (HUD) Employment & Training Programs					
N/A	Community Services Block Grant (CSBG)					
IWD	RESEA	N/A				

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
Children and Families of Iowa	Title I - Adult	A-N				
Children and Families of Iowa	Title I - Dislocated Worker	A-N				

Children and Families of Iowa	Title I - Youth	A-N				
Iowa Department of Education	Title II - Adult Education & Literacy					B, D, E, G, J
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	A, B, C, D, E, F, G, H, M, N				
Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973					C, G, L, K
Iowa Vocational Rehabilitation Services	Title IV - Rehabilitation Act of 1973					C, G, J, K, L, M
IWD	Trade Adjustment Assistance (TAA)	N/A				
National Able Network	AARP Foundation/Senior Community Services Employment Program (SCSEP)	N/A				
Denison Job Corps	Job Corps	G, N				J
N/A	YouthBuild					
American Indian Council	Native American Programs		A, B, C, D, E, F, G, H, I, J, K, L, M, N			
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

Proteus, Inc.	National Farmworker Jobs Program (NFJP)	N/A				
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	N/A				
IWD	Unemployment Compensation	N/A				
IWD	Jobs for Veterans State Grant (JVSG)	A, B, C, D, F, G, N				
IWD	Reentry Employment Opportunities (REO)	B, C, D, F, G, N				
N/A	Housing & Urban Development (HUD) Employment & Training Programs					
N/A	Community Services Block Grant (CSBG)					
IWD	RESEA	N/A				

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

Partner	Program	Service	Explanation
---------	---------	---------	-------------

Iowa Department of Education	Title II - Adult Education & Literacy	Adult Education and Literacy (AEL) programs, comprehensive and specialized assessments of skill levels and service needs, literacy training, English Language Acquisition	Assessments are conducted and classes are held at community college facilities.
Proteus Inc.	National Farmworker Jobs Program (NFJP)	Jobs Training services for Youth (ages 14-24 and Adult (ages 18+) individuals that have conducted agriculture work and meet low-income barriers. Services include financial support services and soft skill services. On year of follow-up is conducted after participants have entered their career.	Proteus, Inc provides full time services throughout the Northeast Iowa IWD Region area and has a permanent office in Iowa City. Services are available to IowaWORKS center customers through direct linkage.
Children and Families of Iowa	Adult/DW	Business Services	Rapid Response and Incumbent Worker provided in center through Title I staff members. Incumbent worker training.
Iowa Department for the Blind	WIOA Title IV		Services are provided off site, virtually and face-to-face by appointment as needed.
Iowa Central Community College	Tutoring Services	Youth Services	Provides tutoring, study skills training for youth enrolled

LWDA: North Central Iowa

**IowaWORKS System Partners'
Referral Process**

Step I:

A referral will be made once a customer has expressed desire and agrees to work with a Core or Required partner agency.

When a referral needs to be made to a Core or Required Partner program, the referring agency staff will complete a referral using a shared web-based form:

Staff will determine referred Partner point of contact (the form contains a reference list to help guide staff in determining to whom the referral should be sent).

Step II:

Staff will include the following required information on the referral form:

1. Last name
2. First name
3. Last 4 of SSN
4. Customer Phone Number
5. Custom email address (if they have one)
6. Reason for Referral
7. Referring Staff Member Name
8. There is also a required question for notes/additional questions - specific information will be listed here regarding the referral - i.e. type of accommodation needed, industry field the customer is interested in, type of employment service needed, etc.

Once the form is completed and submitted, an email will be sent to the partner agency staff's email that was entered in the first box of the Referral form.

Step III:

Once a proper referral has been completed the referred agency contact will reach out to the job seeker for additional assistance. The referring agency will reach out to the customer within 72 business hours.

All partners will receive regular updates on referral status and progress.

Method for Documenting Referrals:

Agency staff include a case note describing the referral and to whom the referral was directed. This information is tracked in the agencies' respective case management systems. Wagner-Peyser staff ensure a Wagner-Peyser application has been completed and that a referral service has been requested.

Method for Tracking Status of Referrals:

Each Agency is responsible for tracking the outcomes of the referral in their respective case management systems.

Database(s) utilized for Documenting and Tracking Referrals:

Digital documentation of each referral is maintained by the One-Stop Operator. Each Agency is responsible for tracking the outcomes of the referral in their respective case management systems.

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

All Core and Required partner staff have access to make referrals. A web-based platform will be utilized.

Other information necessary regarding referrals:

Check here if a Referral Form is attached.

**IowaWORKS System Partners'
Accessibility Plan**

How will partners ensure physical accessibility of the system?

North Central Iowa is committed to creating and maintaining a workforce development system that is universally accessible to everyone, including customers with the most significant disabilities and barriers. Both internally and externally, the Center meets the latest standards of physical accessible design.

North Central Iowa's Physical Accessibility Plan is reviewed and maintained by the One-Stop Operator and reviewed by the Disability Access Committee. All partners will assist in reviewing, implementing, and maintaining the Accessibility Plan for the local area. The plan is available to the NCIWDB.

System partners consult with IDB, IVRS and the DAC 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?

Job seekers and businesses have access to the same information online as they do in the Center including initial intake and assessments. The local area will continue to consult the State Workforce Development Board to ensure that all information is accessible online. All virtual materials (websites, surveys, flyers, etc.) are compliant with Section 508 of the U.S. Department of Health and Human Services code and are frequently updated to ensure information accessed online is accurate. Virtual workshops, trainings, and other services conducted via video conferencing technology (Zoom, MS Teams, Google Meets, etc.) include Closed Captioning services for job seekers that are Deaf or hearing impaired.

How will partners ensure communications accessibility?

Communication accessibility, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) equally, and to the same extent as those who do not have such disabilities. All Partners agree that they will provide accommodations and have readily access to equipment and services as needed. All accommodations requests can be made through any Center staff. Staff can also request an interpreter for classes, workshops, trainings, and scheduled appointments, as necessary.

How will partners ensure programmatic accessibility?

Vocational Rehabilitation and Iowa Department for the Blind and the DAC are available for consultation if accommodation questions arise. They are also available to provide training and refer to specific resources, such as the Job Accommodation Network (JAN). If a job seeker has a need for a reasonable accommodation, they are able make the request to staff. Staff provides the accommodation if easily available and/or discuss with management if further assistance is needed.

All job seekers can participate both physically and virtually in workshops and services offered through the Center and Partner agencies. 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.

The DAC serves as a local advisory group for accessibility and compliance questions and concerns. Partners will continue to update policies as needed and accessibility will continue to be evaluated. Ongoing training to partner staff on accommodations, accessibility and communication will continue as needed.

LWDA: North Central Iowa

IowaWORKS System Partners' Outreach Plan

Partners agree that meeting WIOA's mandate for increased access to workforce services is critical to the success of the local workforce and businesses. Individuals with barriers to employment are a priority as we work collaboratively to deliver workforce services. Outreach to these 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 aged 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 local area, and participate in accessibility initiatives.

Monthly Core Partner meetings are scheduled to allow staff the opportunity to discuss additional outreach and referral services activities.

The One-Stop Operator will work to gather customer feedback from partners on the quality of services and the delivery of those services and customer satisfaction. Information gathered will assist in developing a strategic outreach plan for the local area.

Attachment G: Data Sharing Training Plan

LWDA: North Central Iowa

IowaWORKS System Partners' Data Sharing Training Plan

All staff will be trained in the protection, use, and disclosure requirements governing Personal Identifying Information (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.

Title I, III, and IV staff are required to complete data security training annually through the State of Iowa to ensure data security. Additionally, FERPA training is also required for Title II.

Minimal information is utilized in the referral process to ensure the receiving entity has enough to reach out to the customer without breaching data security guidelines.

State agencies, including the Iowa Department of Education, Iowa Vocational Rehabilitation Services, and Iowa Workforce Development have data sharing agreements.

Attachment H: Dispute Resolution Process

LWDA: North Central Iowa

IowaWORKS System Partners' Dispute Resolution Process

Step I:

If a dispute arises involving the interpretation, implementation or enforcement of these policies, a complaint may be submitted in writing to the executive director to the board within 30 calendar days of the date of the event or condition that is alleged to be in violation of WIOA.

The parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking formal recourse.

Step II:

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

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

Step III:

Upon receipt of the Dispute Resolution email, IWD will

- Acknowledge the receipt of the email.
- Provide all documentation to the WIOA Core Partner Working Group.

Step IV:

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

Step V:

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.

LWDA: North Central Iowa

**IowaWORKS System Partners'
Amendment Process**

Parties to the MOU may submit an amendment in writing to the local board executive director/staff via the contact information provided on the local board's website, <https://www.iowawdb.gov/north-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: North Central Iowa

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/staff 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.

Signature Page

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.

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 checked in Effective Period of this MOU, whichever occurs earlier.


Signature

6/21/2021
Date

Alex Harris
Print Name

State Director for Adult Education
Title

Iowa Department of Education/Title II: Adult Education and Literacy
Partner Agency/ Program(s) Represented




Signature Page

By signing my name below, I, **Bridget Altenburg** 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 checked in Effective Period of this MOU, whichever occurs earlier.



Signature

6/10/21

Date

Bridget Altenburg

Print Name

President + CEO

Title

National Able Network/SCSEP

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, **Chris 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
- c) On date checked in Effective Period of this MOU, whichever occurs earlier.

Chris Campbell
Signature

6-9-2021
Date

Christine Campbell
Print Name

Executive Director
Title

American Indian Council
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, **Christina Steen** certify that I have read the information contained in this 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 checked in Effective Period of this MOU, whichever occurs earlier.



Signature

06/9/21
Date

Christina Steen
Print Name

UI Division Administrator
Title

Iowa Workforce Development/ Unemployment Compensation
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, **David Mitchell** certify that I have read the information contained in this 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 checked in Effective Period of this MOU, whichever occurs earlier.



Signature

6/15/2021

Date

David L. Mitchell

Print Name

Administrator

Title

IVRS

Partner Agency/ Program(s) Represented

Signature Page

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.

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 checked in Effective Period of this MOU, whichever occurs earlier.



Signature

June 15, 2021

Date

Dennis D. Harden _____

Print Name

Bureau Chief, Career and Technical Ed.

Title

Iowa Department of Education

Partner Agency/ Program(s) Represented



Signature Page

By signing my name below, I, Janice Lane Schroeder 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 checked in Effective Period of this MOU, whichever occurs earlier.

Janice Lane Schroeder
Print Name

CEO
Title

Children and Families of Iowa/Title I-Adult
Partner Agency/ Program(s) Represented

Janice Lane Schroeder
Signature

6/10/2021
Date

Children and Families of Iowa/Title I-Dislocated Worker
Partner Agency/ Program(s) Represented

Janice Lane Schroeder
Signature

6/10/2021
Date

Children and Families of Iowa/Title I-Youth
Partner Agency/ Program(s) Represented

Janice Lane Schroeder
Signature

6/10/2021
Date

Signature Page

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.

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 checked in Effective Period of this MOU, whichever occurs earlier.



Signature

6/11/2021

Date

Keri Osterhaus

Print Name

VR Program Administrator

Title

Iowa Department for the Blind

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, **Kyle Bangert** 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 checked in Effective Period of this MOU, whichever occurs earlier.

Kyle Bangert

6/8/21

Signature

Date

Kyle Bangert

Board Chair

Print Name

Title

NCIWDB/Local Workforce Development Board, Chair

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, **Michael Witt** certify that I have read the information contained in this 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 checked in Effective Period of this MOU, whichever occurs earlier.

Michael Witt
Print Name
Iowa Workforce Development
Partner Agency Represented


Division Administrator
Title

Title III- Wagner Peyser Act
Program Represented


Signature

6-8-2021
Date

Jobs for Veterans State Grant (JVSG)
Program Represented


Signature

6-8-2021
Date

ReEntry Employment Opportunities (REO) Program
Program Represented

John C. Witt

Signature

6-8-2021

Date

Temporary Assistance to Needy Families (TANF)

Program Represented

John C. Witt

Signature

6-8-2021

Date

RESEA

Program Represented

John C. Witt

Signature

6-8-2021

Date

Signature Page

By signing my name below, I, **Michelle McNertney** 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 checked in Effective Period of this MOU, whichever occurs earlier.

Michelle McNertney
Signature

6/24/2021
Date

Michelle McNertney
Print Name

Division Administrator
Title

IWD / Trade Adjustment Assistance (TAA) program
Partner Agency/ Program(s) Represented



Signature Page

By signing my name below, I, **Sandy Loney** 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 checked in Effective Period of this MOU, whichever occurs earlier.

Sandy Loney
Signature

6/9/2021
Date

Sandy Loney
Print Name

Humboldt County Supervisor
Title

CLEO/Chief Lead Elected Official

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, **Shari Clausen** 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 checked in Effective Period of this MOU, whichever occurs earlier.



06/09/2021

Signature

Date

Shari Clausen

Director of Admissions and Placement

Print Name

Title

Job Corps

Partner Agency/ Program(s) Represented

Definitions

Affiliate Site – see [IWD Policy 1.4.9- Characteristics of the One Stop Delivery System](#)

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

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

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

Comprehensive One Stop Center – see [IWD Policy 1.4.9- Characteristics of the One Stop Delivery System](#)

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

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

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

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

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.

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

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

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

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

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

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

WIOA Local Plan – Per WIOA section 108, the local plan is a comprehensive four-year plan developed by each LWDB, in partnership with the CLEO and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first two-year period of the four-year local plan,

each LWDB shall review the local plan, and the LWDB, in partnership with the CLEO, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the IowaWORKS 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.