
MEMORANDUM OF UNDERSTANDING

IowaWORKS System Operations

This Memorandum of Understanding (MOU) is executed between the **Southwest 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 **Southwest 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: **Adams, Adair, Clarke, Decatur, Ringgold, Taylor, Montgomery, Union**

The CLEO for the LWDA is **Dennis Brown** who is a member of the **Union** County Board of Supervisors.



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:

Our vision is to meet the employment and training needs of employers and job seekers, both unemployed and under-employed, in the Southwest Iowa Workforce Area.

Core Values:

- **Equipping a Future Ready workforce with a strong work ethic, employability skills, foundational academic skills, and specific occupational skills that fit the needs of local and regional employers**
- **Preparing our workforce with the portable skills needed to compete in a global economy.**
- **Honoring diverse prospective workforce with equal access to employment and training resources**
- **Growing a prosperous job market where there is equal opportunity for all workers and prospective workers.**

iowaWORKS System Structure

The Local Workforce Development Area is made up of **one** comprehensive center.

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

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

The Southwest Iowa Workforce Area Local Workforce Development Board (local WDB) will select a One Stop Operator, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement standards, laws, and regulations. All documentation for the competitive One Stop Operator procurement and selected process may be viewed on the IWDB website at <https://www.iowawdb.gov/>

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.

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:

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

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



- 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 IowaWORKS system.

- Pursuant to WIOA section 121(d), the Southwest Iowa Local WDB will select a One Stop Operator and will amend this MOU to include the OSO after the competitive procurement is complete.

IowaWORKS Partners⁴

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

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

1. Provide access to their programs through the IowaWORKS system.
2. Use their program's funds to:
 - a. Provide career services.
 - b. Maintain the one-stop system and jointly fund it.
3. Sign the 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.

³ IWD Policy #1.4.7.1 Role of the One Stop Operator

⁴ 20 CFR 678.420

- 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 who are blind or with low vision, 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.

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.

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.

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 **Southwest Iowa** Local WDB and the **Southwest Iowa** one-stop operator have no responsibility and/or liability for any actions of the IowaWORKS center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the **Southwest Iowa** Local WDB or the **Southwest 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.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 {enter date}. 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: {check one box}

- June 30, 2022
- June 30, 2023**
- June 30, 2024



MOU Attachments

Attachment A-1: IowaWORKS Office Location

Comprehensive Center Name	IowaWORKS-Creston
Center Manager Name and Title	William Berning, Operations Manager
Mailing Address	215 N. Elm St., Creston, IA 50801
Operating Hours	Monday, Tuesday, Thursday, Friday: 8:30 am-4:30 pm; Wednesday: 9 am-4:30 pm
Phone	641-782-2119
Email	CrestonIowaWorks@iwd.iowa.gov
Website	https://www.iowaworkforcedevelopment.gov/creston



Attachment A-2: Partners' Other Locations

Partner	Location	Services
Southwestern Community College	2300 N. 4th St., Red Oak, IA 51566	AEL
Southwestern Community College	2520 College Dr, Osceola, IA 50213	AEL

Attachment B: Partners/ Parties to this Agreement

Program	Partner Organization	Title	Signatory	Signatory's Contact Information
Chief Lead Elected Official	CLEO	WIOA Title I	Dennis Brown	DBrown@unioncountyiowa.org
Local Workforce Development Board, Chair	LWDB	WIOA Title I	Katrina Fleharty	katsted2010@gmail.com
One Stop Operator	N/A	N/A	N/A	N/A
Title I - Adult,	MATURA Action Corporation	WIOA Title I	Danna Buls	DBuls@maturaia.org
Title I - Dislocated Worker	MATURA Action Corporation	WIOA Title I	Danna Buls	DBuls@maturaia.org
Title I - Youth	MATURA Action Corporation	WIOA Title I	Danna Buls	DBuls@maturaia.org



Title II - Adult Education & Family Literacy	Southwestern Community College	AEL Coordinators	Alex Harris, State Director of Adult Education	Alex.harris@iowa.gov
Title III - Wagner Peyser Act	IWD	IWD Operations Managers	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Title IV - Rehabilitation Act of 1973	Iowa Department for the Blind	VR Counselors	Keri Osterhaus, Program Administrator	Keri.osterhaus@blind.state.ia.us
Title IV - Rehabilitation Act of 1973	Iowa Vocational Rehabilitation Services	VR Supervisors	David Mitchell, IRVS Administrator	David.mitchell@iowa.gov
Career and Technical Education	Department of Education	CTE Dean or CAO (or CAO designee)	Dennis Harden (or designee)	Dennis.harden@iowa.gov
Senior Community Services Employment Program (SCSEP)	National Able Network	President & CEO	Bridget Altenburg	baltenburg@nationalable.org
National Farmworker Jobs Program	Proteus, Inc	Chief Executive Officer	Daniel Hoffman-Zinnel	danielz@proteusinc.ne

State Unemployment Compensation Program	IWD	IWD Operations Managers	Christina, Steen, UI Division Administrator	Christina.steen@iwd.iowa.gov
Jobs for Veterans State Grant (JVSG)	IWD	IWD Operations Managers	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
ReEntry Employment Opportunities (REO) program	IWD	IWD Operations Managers	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Community Services Block Grant (CSBG)	CSBG	MATURA	Danna Buls, Executive Director	dbuls@maturaia.org
Temporary Assistance to Needy Families (TANF)	Promise Jobs	IWD PJ Managers	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
RESEA	IWD	Elizabeth Waigand, RESEA Bureau Chief; and Jessica Merino, RESEA Manager	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Trade Adjustment Assistance (TAA)program	IWD	IWD Operations Managers	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



Local Workforce Development Area: Southwest Iowa

Attachment C-1: Career Services

Creston IowaWORKS Career Services

Partner	Program	In Center Full-Time	In Center Part-Time	Partner Provides FT	Partner Provides PT	Direct Linkage
MATURA	Title I Adult	B=A-G, I-L, I=A-D, F-H, F=A				
MATURA	Title I DW	B=A-G, I-L, I=A-D, F- H,F=A				
MATURA	Title I Youth	B=A-G, I-L, I=A-D, F-H, F=A				
Iowa Dept of Ed	Title II AEL			B=A, B, C, D, E, F, G, I, K, L, I=A, B, D, E, F, G, J		B=A, B, C, D, E, F, G, I, K, L, I=A, B, D, E, F, G, J
IWD	Title III Wagner-Peyser	B=A-L, I=A- I				
Iowa Dept f/t Blind	Title IV Rehabilitation Act of 1973			B,C,L		
Iowa VR Services	Title IV Rehabilitation Act of 1973	B=D,E, I=B, D, F, H,	I			B=A-L, I=A- J, F=A
Iowa Dept of Ed	Career and Technical Education			B=A-C,E-G, L, K I=A,E,F,J,		B=A-C,E-G, L, K I=A,E,F,J,

Local Workforce Development Area: Southwest Iowa

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IWD	Trade Adjustment Assistance (TAA)	B=A-L, I=A-I
National Able Network	Senior Community Services Employment Program	B=A-D, I=A,B,F,G,H
Proteus	National Farmworker Jobs Program (NFJG)	B=A-L, I=A-J, F=A
IWD	Temporary Assistance for Needy Families (TANF) -	B=A-L, I=A-H
IWD	Unemployment Compensation	B=J
IWD	Jobs for Veterans State Grant (JVSG)	B=A-L, I=A-D,F,G
IWD	Reentry Employment Opportunities (REO)	B=A-L, I=A-D,F,G,I
IWD	RESEA	B=A-L I=B
IWD	Ticket to Work	B=B,C,D,E, F,I,K,L, I=B,D,F,G,

Local Workforce Development Area: Southwest Iowa



Local Workforce Development Area: Southwest Iowa

Creston IowaWORKS Training Services

Partner	Program	In Center FT	In Center PT	Partner Provides FT	Partner Provides PT	Direct Linkage
MATURA	Title I Adult	A-F, H				
MATURA	Title I DW	A-F, H				
MATURA	Title I Youth	A-F, H				
Iowa Dept of Ed	Title II Adult Education and Literacy					D, F, G
IWD	Title III Wagner- Peyster					
Iowa Dept f/t Blind	Title IV Rehabilitation Act of 1973			A-E		
Iowa VR Services	Title IV Rehabilitation Act of 1973	A-E				
Iowa Dept of Ed	Career and Technical Education			F,G		F,G
IWD	Trade Adjustment Assistance (TAA)	A-I				
National Able Network	Senior Community Services Employment Program (SCSEP)				D	

Local Workforce Development Area: Southwest Iowa



Local Workforce Development Area: Southwest Iowa

Proteus	National Farmworker Jobs Program (NFJG)	A-H
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	
IWD	Unemployment Compensation	
IWD	Jobs for Veterans State Grant (JVSG)	
IWD	Reentry Employment Opportunities (REO)	
IWD	Ticket to Work	
IWD	RESEA	

Local Workforce Development Area: Southwest Iowa



Attachment C-3: Youth Services

Creston IowaWORKS Youth Services

Partner	Program	In Center Full-Time	In Center Part-Time	Partner Provides FT	Partner Provides PT	Direct Linkage
MATURA	Title I Adult					
MATURA	Title I DW					
MATURA	Title I Youth	A, C-N				
Iowa Dept of Ed	Title II Adult Education and Literacy	E, F, J, K, L, M			A, E, F, G, I, J, K, M, N	
IWD	Title III Wagner-Peyser	B=A-L I=A-I				
Iowa Dept f/t Blind	Title IV Rehabilitation Act of 1973					
Iowa VR Services	Title IV Rehabilitation Act of 1973		C-F			
Iowa Dept of Ed	Career and Technical Education			E		E
IWD	Trade Adjustment Assistance (TAA)					
National Able Network	Senior Community Services Employment Program (SCSEP)					



Local Workforce Development Area: Southwest Iowa

CTS	Job Corps	G, I
Ottumwa	Job Corps	A-N
Proteus	National Farmworker Jobs Program (NFJG)	A-N
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	
IWD	Unemployment Compensation	F, H, J, K, M
IWD	Jobs for Veterans State Grant (JVSG)	F, H, J, K, M
IWD	Reentry Employment Opportunities (REO)	E, F, H, I, J, K,
IWD	Ticket to Work	J, K, M
IWD	RESEA	

Local Workforce Development Area: Southwest Iowa

Memorandum of Understanding



Local Workforce Development Area: Southwest Iowa

Attachment C-4: Business Services

Partner	Program	In Center Full-Time	In Center Part-Time	Partner Provides FT	Partner Provides PT	Direct Linkage
MATURA	Title I Adult	A-H, J, K				
MATURA	Title I DW	A-H, J, K				
MATURA	Title I Youth	A-H, J, K				
Iowa Dept of Ed	Title II Adult Education and Literacy				A, B, D, E, F, G, H, J	
IWD	Title III Wagner-Peyser	A-N				
Iowa Dept f/t Blind	Title IV Rehabilitation Act of 1973					
Iowa VR Services	Title IV Rehabilitation Act of 1973	C, G, J, K, L, M				
Iowa Dept of Ed	Career and Technical Education					
IWD	Trade Adjustment Assistance (TAA)					

Local Workforce Development Area: Southwest Iowa



Local Workforce Development Area: Southwest Iowa

AARP	Senior Community Services Employment Program (SCSEP)		
CTS	Job Corps		
Ottumwa	Job Corps	A, B, E, G, J, K, L, M, N	
Proteus	National Farmworker Jobs Program (NFJG)		E, G
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs		
IWD	Unemployment Compensation		
IWD	Jobs for Veterans State Grant (JVSG)		A-N
IWD	Reentry Employment Opportunities (REO)		A-N
IWD	Ticket to Work		
IWD	RESEA		

Local Workforce Development Area: Southwest Iowa

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

Title II AEL

AEL classes are held on site at the Southwestern Community College locations in Creston, Osceola and Red Oak, in the Southwest Iowa LWDA. Additional classes are held throughout the region.

CTE

CTE classes are offered at Southwestern Community College locations throughout the Southwest Iowa LWDA.

Title IV IVRS Creston

One full-time IVRS staff is collocated in the Creston OneStop office.

Iowa Dept for the Blind

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



Attachment D: Referral Process

LWDA:

**IowaWORKS System Partners'
Referral Process**

Step I:

WIOA core partners are cross-trained to provide a customer-centered intake, ensuring that information regarding programs, services, activities, and resources are available to all customers. The partners will provide an evaluation of service needs and recommend next steps. A verbal appointment is made for the customer with the referral partner. A referral form is provided to the customer and sent to WIOA partner via email as a follow up. The form is recorded in IWORKS by IowaWorks staff and the shared Outlook spreadsheet.

Step II:

The referring core partner will provide a direct link access with the partner to ensure the customer attended the appointment. Referring core partner will provide direct link access with the customer to ensure the customer was served.

Step III:

Core partner integrated resource team meetings are held once a month to discuss common customers and assist in reaching goals. If the customer does not make contact with a referring partner, two attempts will be made to contact the customer for further assistance.

Method for Documenting Referrals:

Contact and attempted contacts with customer is noted on shared Outlook documents so partners can follow updates outside of monthly meeting.

Method for Tracking Status of Referrals:

Tracking is completed at monthly meetings where information is updated, or moved to inactive or completed categories. Each partner also tracks status of referrals on individual databases.

Database(s) utilized for Documenting and Tracking Referrals:

Title 1- Microsoft 365

Title2-TopsPro Enterprise Database

Title 3-Excel

Title 4-Excel or Google sheets

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

A referral form is shared by all WIOA core partners and updated regularly. It is distributed through the email list serve. The form is available in English and Spanish.

Other information necessary regarding referrals:

Cross-training will be completed on a yearly basis for all employees and upon hire for new staff.

X Check here if a Referral Form is attached.



Agency Referral Document

SWCC: Adult Education & Literacy Program Iowa SWC/RAS, Creston Vocational Rehabilitation Iowa Dept. for the Blind

Print First Name _____ Print Last Name _____ City _____

Phone Number _____ Last 4 SSN _____ Referred to: _____

I authorize the above institutions to share my information regarding my employment and training goals.

Signature _____ Date _____

Reason for Referral:

Contact Information:

Adult Literacy Services Needed:

- High School Equivalency Diploma (HSED) classes
- High School Equivalency Diploma classes (Spanish)
- English as a Second Language (ESL) classes.
- Interest in training after obtaining HSED

Creston (HSED and ESL)
Call 641-782-1305 for more information

Red Oak (HSED and ESL)
Call 641-782-1547 for more information

Osceola (HSED and ESL)
Call 641-782-1529 for more information

Or email aelstudent@swociowa.edu

Location:
1501 W. Townline Creston, IA 50801
Located at SWCC Instructional Building #212
641-782-1497
www.swociowa.edu/adulted

IowaWORKS Services Needed:

- | | | |
|---|--|--|
| <input type="checkbox"/> Resume | <input type="checkbox"/> Interviewing skills | <input type="checkbox"/> Video Resume |
| <input type="checkbox"/> Master Application | <input type="checkbox"/> Job Search Assistance | <input type="checkbox"/> Monthly job seeking workshops |
| <input type="checkbox"/> Work Experience/Internship | <input type="checkbox"/> Career Research | <input type="checkbox"/> |
| <input type="checkbox"/> Attending or planning to attend training program <input type="checkbox"/> A-DW - | | _____ Area of interest |

Youth

Contact Information: Guisela Valladolid 215 N. Elm Creston, IA 50801 Guisela.valladolid@iwd.iowa.gov

Vocational Rehabilitation Services Needed

Contact information:

- Attending or planning to attend training program
- Workplace Accommodations or Assistive Technology
- Disability Related Counseling Services
- Other _____

Iowa Vocational Rehabilitation Services
Peg Christensen
1501 W. Townline St. Creston, IA 50801
peggy.christensen@iowa.gov , 641-782-8538

Vocational Rehabilitation Services Needed/Dept. of Blind:

Contact information:

- Attending or planning to attend a training program
- Workplace Accommodations or Assistive technology
- Disability Related Counseling Services

Iowa Department for the Blind
Ann Fremont ann.fremont@blind.state.ia.us
Phone 515-901-8621 or 800-362-2587 #1 Fax 515-242-5781
524 4th St. Des Moines, IA 50039-2364

Additional Comments:

Goal to achieve _____

Received Date _____

Referred by _____

Revised 01/11/21



Agencia, Documentación de Referencia

SWCC - Programa de Educación Pública • Universidad Creston • Educación Vocacional • Dept. Iowa para la Educación

Primer Nombre _____ Apellido _____ Ciudad _____

Numero de Telefono _____ Ultimo 4 SSN _____ Referido por: _____

Yo Autorizo que la información pueda ser compartida para obtener Empleo y Entrenamiento

Firma _____ Fecha _____

Razon de Referencia:

Servicios Requeridos por Adultos:

Clases de Diploma Equivalente de Secundaria (HSED)

Clases de Ingles (ESL)

Interés en regresar a la escuela después de la secundaria HSED

Tutorías (básicas)

Orientación

Información:

Creston (HSED and ESL)
Call 641-782-1305 for more information

Red Oak (HSED and ESL)
Call 641-782-1547 for more information

Osceola (HSED and ESL)
Call 641-782-1529 for more information

Or email seistudent@swcciowa.edu

Localidad:

1201 W. Townline Creston, IA 50801

Localizado en SWCC Edificio

Servicios InvalKORAS:

- Resúmenes/curriculum
- Ejercicios para Entrevistas
- Resúmenes de Video
- Como completar aplicaciones de empleo
- Asistencia para encontrar trabajos
- Talleres Mensuales en busca de trabajos
- Experiencia Laboral/Relaciones Internas
- Investigación de carreras
- Interésado en otras programas

Contactar a Guisela Valladolid Para mas información • 215 N. Elm • Creston, IA 50801 • guisela.valladolid@iwd.iowa.gov

Servicios de Rehabilitación Vocacional

- Interésado en otras programas
- Acomodaciones con Equipo de Tecnología
- Servicios de Asesoramiento
- Otros _____

Para más información contactar a:

Peg Christensen
1501 W Townline St Creston, IA 50801
peg.christensen@iowa.gov, 641-782-8538

Servicios Rehabilitación Vocacional /Dept. de los Invidentes:

- Participando o Interésado en programas
- Acomodaciones con Equipo de Tecnología
- Servicios de Asesoramiento
- Otros _____

Para más información Contactar:

Departamento de Iowa para Invidentes
Ann Fremont ann.fremont@blind.state.ia.us
Telefono, 515-901-8621 or 800-362-2587
Fax 515-242-5781
524 4th St. Des Moines, IA 50039-2364

Comentarios Adicionales:

Meta que desea obtener _____

Revised 03.11.13

Attachment E: Accessibility Plan

LWDA:

IowaWORKS System Partners' Accessibility Plan

How will partners ensure physical accessibility of the system?

Southwest Iowa 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 convenient, high traffic, and accessible locations, taking into consideration the reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed to ensure access for individuals with disabilities.

How will partners ensure virtual accessibility of the system?

Southwest Iowa LWDB will comply with any/all mandates of the Iowa Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility including usage of the Workforce System. The One Stop site will maintain a website that details all programs and series.

How will partners ensure communications accessibility?

All Partners agree that they will provide accommodations for individuals who have communication challenges including, but not necessarily limited to, those individuals who are deaf or hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

How will partners ensure 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 and 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 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 the range of abilities, mobility, age, language, learning style, or comprehension, or educational 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 and assistive listening devices will be available to ensure physical and programmatic accessibility within the local One Stop.

Attachment F: Outreach Plan

LWDA:

IowaWORKS System Partners' Outreach Plan

Utilize the Integrated Business Services Team, comprised of partner entities, as a liaison with the business community;

Local Plan Strategies:

- Develop partnerships with businesses and partners to increase innovative ideas in the utilization of the Employer Innovation Fund;
- Educate, promote, design, and collaborate with local area employers to facilitate work-based learning activities;
- *Identify local area human resources professionals for contact purposes*

Develop a campaign aimed at local and/or regional job seekers, including a targeted effort to reach populations most at risk or most in need;

Local Plan Strategies:

- Improve degree and credential completion and target resources to support attainment of high-demand credentials, degrees, and certifications valued by employers, including for those individuals with barriers to employment;
- Develop a service/resource crosswalk to identify duplication of resources and gaps in services;
- Development of an interactive referral and follow-up system among all partners;
- Continuous monitoring of the Disability Access Committees' Physical Accessibility Report findings and corrections to ensure physical accessibility;
- Improve programmatic accessibility by improving the use of technology and assistive technologies available in each One-Stop

Develop a campaign aimed at the out-of-school youth and/or drop-out populations;

Local Plan Strategy:

- Utilizing the Youth Standing Committee to develop processes for core partner involvement in ICAPs for all of the Community School Districts in the area



- **Create an IowaWorks Youth program webpage to list available resources and job exploration information for individuals in the Youth program.**

Develop sector strategies and career pathways initiatives;

Local Plan Strategies:

- **Facilitate the training of Business Marketing Specialists or partner staff as trained Sector Partnership Facilitators;**
- **Development of at least one sector partnership in Advanced Manufacturing and Healthcare in the Southwest Iowa Local Workforce Area.**
- **Promote the use of the Iowa Department of Education's Career Pathways guides;**
- **Develop a Career Pathway Guide based on Local Employers and local area-specific Labor Market Information**

Enable connections to registered apprenticeships;

- **Collaborate with apprenticeship representatives, workforce organizations, educators, and others to build the program**

Utilize an outreach toolkit for information dissemination;

Local Plan Strategy:

- **Develop two promotional videos or guides of the Southwest Iowa Services, one for employers and one for job seekers**

Conduct regular use of social media;

Local Plan Strategy:

- **Market our Success Stories, especially with multiple partner involvement, to highlight our services and resources**
- **Advertise and promote partner program activities through social media outlets**

Promote clear objectives and expected outcomes; and utilize/distribute any statewide outreach materials relevant to the local area

Local Plan Strategies:

- **Increase the availability of short-term stackable and portable credentials needed by local employers on the Eligible Training Provider List;**



- **Core partners will develop a cross-training plan to include all partners, community agencies, and employers**

Attachment G: Data Sharing Training Plan

LWDA:

IowaWORKS System Partners' Data Sharing Training Plan

All one-stop partners agree to the following in regards to the sharing of data within Southwest Iowa IowaWorks centers:

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's 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.

Attachment G:

All Partner staff in the Southwest Iowa Workforce Area 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 below. The One-Stop Operator will hold quarterly partner meetings and will cover data sharing and confidentiality at each meeting on a continuous basis. A tentative initial training schedule is below. All training will be recorded and provided to all partners to share with their staff.

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

Proposed Training Schedule

1. Confidentiality and PII
2. FERPA
3. Confidential information in UI record
4. Personal information in VR records

Attachment H: Dispute Resolution Process

LWDA:

IowaWORKS System Partners' Dispute Resolution Process

Step I:

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

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the SWILWDB Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days
3. The SWILWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the SWILWDB Executive Committee within 20 business days. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority consent of the Executive Committee members present.
4. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU within 10 days of the decision.
5. The SWILWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.
6. The decision of the Executive Committee shall be final unless the petitioner pursues further action through the state dispute process.

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.

Attachment I: Amendment/ Modification Process

LWDA:

**IowaWORKS System Partners'
Amendment Process**

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

When a System Partner wishes to modify the MOU, the System Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). The SWILWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with System Partners in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the SWILWDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the SWILWDB wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the SWILWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed. If determined that a Partner is unwilling to agree to the MOU modification, the SWILWDB Chair (or designee) must ensure that the process in the Dispute Resolution section of the MOU is followed.

The SWILWDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed. The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the SWILWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each partner's signature to all the other Parties.

Attachment J: Termination Process

LWDA:

IowaWORKS System Partners' Termination Process

In the event that it becomes necessary for one or more party to cease being a party to this MOU, said party shall notify the other parties and the SWILWDB, in writing, ninety (90) days in advance of that intention. A party's termination in whole or in part of its participation in this MOU will not affect its duties and obligations under any applicable federal or state law, including but not limited to WIOA. This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the SWILWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the nonbreaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.
- Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section.
- All Parties agree that this MOU shall be reviewed every year and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.
- Effective Period This MOU is entered into on July 1, 2021.



Attachment K: Negotiations/ Meeting Summary

1. Initial Meeting

Date of Virtual Meeting: May 12, 2021, 10:30 am.

Attendees: Darla Helm, William Berning, Sally Rolf, Keri Osterhaus, Sarah Baebler, Danna Buls, Michelle Wilson

Notes: Discussed timeline for MOU; Questionnaire; Drafts of Data Sharing, Referral Process, Accessibility and Outreach Process.

2. Questionnaire

A questionnaire was sent to all partners gathering information on the services they provide, input on MOU attachments, preferred method to provide services, and other locations.

3. Follow-Up Virtual Meeting: May 26, 2021 10:30 am

Attendees: Darla Helm, William Berning, Sarah Baebler, Danna Buls, Michelle Wilson

Notes: Discussed vision statement and core values, reviewed drafts of data sharing, referrals and outreach processes.

Goal: All draft details finalized by June 3.

4. Email Circulation/Email Draft MOU: June 3

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

A draft MOU was emailed to all partners on June 3, for them to review prior to the meeting to review the draft MOU for final changes.

5. Meeting to Review Draft MOU

A meeting was held on June 8 to review any partner feedback.

Attendees: Darla Helm, William Berning, Sarah Baebler, Danna Buls, Sally Rolf, Michelle Wilson

Notes: Updated feedback suggestions, including verbiage under accessibility: “blind or low vision” rather than visually impaired. Embed referral form into MOU document. Discussed “joint funding” to “infrastructure funding agreement,” but opted to wait on that verbiage until guidance is received on the IFA. No additional feedback at this time.

6. Board Approval: June 9



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.

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



Signature

6-14-2021
Date

Michael Witt
Print Name

Division Administrator
Title

IWD - Title III Wagner Peyser, JVSG (Jobs for Veterans State Grant), REO (reentry employment), TANF (Promise Jobs), RESEA

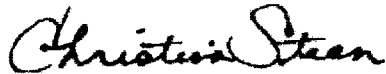
Partner Agency/ Program(s) Represented

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.

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- c) On date checked in Effective Period of this MOU, whichever occurs earlier.



Signature

06/24/21

Date

Christina Steen

Print Name

UI Division Administrator

Title

State Unemployment Compensation


Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Alex Harris, certify that I have read the information contained in this 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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Signature

June 18, 2021

Date

Alex Harris

Print Name

State Director for Adult Education

Title

Title II, WIOA

Partner Agency/ Program(s) Represented

Signature Page

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

Michelle McNertney
Signature

6/23/2021
Date

Michelle McNertney
Print Name

Division Administrator, IWD
Title

IWD / Trade Adjustment Assistance Program
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.

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David Mitchell

Signature

6/30/2021

Date

David L. Mitchell

Print Name

Administrator

Title

IVRS

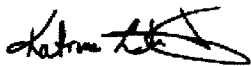
Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Katrina L. Fleharty (type name of signatory), 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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Signature

06/24/2021

Date

Katrina Fleharty

Print Name

Chair

Title

SW Iowa LWDB


Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Danna Buls, (type name of signatory), 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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Signature

6/10/2021
Date

Danna Buls
Print Name

Executive Director
Title

MATURA Action Corporation, Title 1 (Adult, DW, YOUTH) + CSBG
Partner Agency/ Program(s) Represented

Signature Page

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



Signature

6/10/21

Date

Bridget Altenburg

Print Name

President + CEO

Title

National Alle Network / SCSEP

Partner Agency/ Program(s) Represented

Signature Page

By signing my name below, I, Keri Osterhaus (type name of signatory), 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 checked in Effective Period of this MOU, whichever occurs earlier.

Keri Osterhaus
Signature

6/24/2021
Date

Keri Osterhaus
Print Name

VR Program Administrator
Title

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

Signature Page

By signing my name below, I, Daniel Hoffman-Zinnel (type name of signatory), 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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Daniel Hoffman-Zinnel

Signature

June 29, 2021

Date

Daniel Hoffman-Zinnel

Print Name

CEO

Title

Proteus, Inc. - National Farmworker Jobs Program

Partner Agency/ Program(s) Represented

Signature Page

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



June 30, 2021

Date

Signature

Dennis D. Harden _____

Print Name

Bureau Chief, Career and Tech Ed

Title

Iowa Department of Education

Partner Agency/ Program(s) Represented