between
The Region 12
CHIEF ELECTED OFFICIALS,
REGIONAL WORKFORCE DEVELOPMENT BOARD,
and
WORKFORCE DEVELOPMENT PARTNERS

I. Background.

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 advanced, 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 region across the state access to a high-quality one-stop system with the full range of services available in their communities.

2. Purposes.

The purposes of this MOU are to:

- 2.1. Establish a cooperative working relationship among partners;
- **2.2.** Define respective party roles and responsibilities;
- 2.3. Coordinate resources to prevent duplication;
- **2.4.** Develop a one-stop system that creates a seamless customer experience;
- 2.5. Ensure the effective and efficient delivery of workforce services;
- **2.6.** Establish joint processes and procedures that will enable partners to align and integrate programs and activities across the regional one-stop system;
- **2.7.** Increase and maximize access to workforce services for individuals with barriers to employment; and
- **2.8.** Coordinate to implement state workforce development initiatives.

3. Parties.

The following entities are parties to this MOU:

- 3.1. Region 12 Chief Elected Official Board (CEO Board).
- 3.2. Region 12 Workforce Development Board.
- **3.3.** Region 12 One-Stop System Partners:
 - 1. WIOA Title I Adult, Dislocated Worker and Youth
 - 2. WIOA Title II Adult Education and Literacy
 - 3. WIOA Title III Wagner-Peyser
 - 4. WIOA Title IV Vocational Rehabilitation
 - 5. WIOA Title IV Iowa Department for the Blind
 - **6.** Title V Older Americans Act
 - 7. Carl Perkins Career Technical Education
 - 8. Job Corps
 - 9. American Indian Programs
 - 10. Proteus/ Migrant Seasonal Farmworkers
 - 11. Veterans
 - 12. YouthBuild
 - 13. Trade Adjustment Act
 - 14. Community Services Block Grant (Employment & Training)
 - 15. Sioux City Housing Authority (Family Self-Sufficiency Program)
 - 16. Unemployment Compensation
 - 17. TANF/PROMISE JOBS
 - 18. Family Development Self-Sufficiency (FaDSS)
 - 19. Disability Employment Initiative

4. Region 12 Vision and Goals.

Iowa WORKS Greater Siouxland will deliver a demand driven system that focuses on building a workforce of high skilled, high wage jobs that will enable the employers of our region to remain competitive in a global environment. The One Stop system within our region is a comprehensive, integrated service delivery system that is responsive to the employment and training needs of the customers we serve and incorporates the products and services of our partners in order to assure that customer needs are met without duplicating services and are delivered efficiently and cost effectively. The vision of the region is for all career-seekers to have a career path and that all businesses will have their positions filled with career-ready individuals.

5. Term.

This MOU commences on July 1, 2016, and concludes June 30, 2019. The Parties may agree to amend this MOU at any time before its designated conclusion date.

6. Development and Implementation.

This MOU will be developed and implemented in two phases:

- **Phase I:** Phase I of this MOU focuses on the operation of the one-stop system. This phase will foster alignment and integration of programs and services and specify the responsibilities of the Partners under WIOA.
- Phase II: Phase II will be an addendum to this MOU that will incorporate and include Phase I. Phase II will include the application of an agreed upon formula or plan developed by State Partners. Phase II will address costs of services, operational costs, and infrastructure costs in accordance with WIOA section 121(c)(2)(A)(ii). Phase II will take effect in accordance with the deadline set by the United States Department of Labor (USDOL) and United States Department of Education (USDOE).

By signing this MOU, the Partners agree to adhere to and execute Phase I and support and participate in good faith in the development of Phase II.

7. Legal Obligations.

The parties propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, activities, and entities. Nothing in this MOU supersedes any provision of WIOA or any other state or federal statutes or regulations. The parties agree to amend this MOU in response to changes in applicable state and federal law in order to ensure compliance with applicable state and federal law.

8. One-Stop System Description.

The integrated service delivery model for all partners in Region 12 allows for customers to enter "any door" as the right door for access to all services that are available. The workforce development system can be accessed through any core partner program within the region. Multiple points of access will be established, both physical and through electronic means, throughout the region. Region-developed referral and verification forms will assist to document access to services. Orientation sessions that describe the workforce development system will be developed and available at any partner location within the region at a future date. All core partners are focused on ensuring services are delivered and available to all eligible individuals, including eligible individuals with barriers to employment. In order to expand access to employment, education, training and other support services for all individuals, there are options to access resources on-line through internet based access points and other on-line resources for which accessibility must be developed and maintained at the state level. The English Language Learner (ELL) and Adult Basic Education (ABE) services are offered at multiple locations around the region which provide better accessibility options for those with barriers. The hours for these services vary at each location though they are generally available from 8:30 am in the morning until late evening hours which end at 9:00 pm.

The core partners and programs are part of the development and long term planning for activities and events that are part of the region's implementation process. Region 12 utilizes collaboration of services and funding streams whenever possible to ensure that all participants receive the assistance and access to resources to make sure they can be successful long-term. Funding options including GAP, Pell, DEI, IVRS, IDB, Promise Jobs, and WIOA Title 1 are blended and used whenever and wherever appropriate to meet individual needs and access requirements. Region 12 serves all Iowans with a focus on those with barriers to employment including those with disabilities. One-Stop Services are described in detail in Attachment A. The specific services and how those services are delivered by each partner are included in Attachment B.

Integrated Customer Flow: Based on an initial basic assessment, customers will progress through services in a unified, standard flow organized by "function" rather than "program." Customers start with registration services (stream-lined program enrollment and initial triage); advance to career services (to build occupational and job seeking skills), and then either referral to recruitment and placement services (with connections to hiring employers) or referral to more individualized career services and, if warranted, training services. More specific details of the Integrated Service Flow are included in Attachment C.

Career services comprise a hub of employment and training service delivery. Process steps and procedures are designed to meet one of the core missions of the IowaWORKS system: that all individuals have the opportunity to "know their skills, grow their skills and get the best job possible with their skills." To that end, an assessment of skills is a universal service delivered. The outcome of service delivery in the career services area is a relevant pool of talent with skills in demand and job-search know-how. When customers have completed career services, have the tools and knowledge for an effective job search, and meet specific criteria, they are referred to employers to be matched to available job openings.

9. Responsibilities of the Parties.

- **9.1.** The parties agree to participate in joint planning and modification of activities to result in:
 - **9.1.1.** Continuous partnership building;
 - **9.1.2.** Continuous planning responsive to State and federal requirements;
 - **9.1.3.** Timely response to specific local economic conditions including employer needs; and
 - **9.1.4.** Adherence to common data collection and reporting needs.
- **9.2.** Make available to customers through the one-stop delivery system the services that are applicable to the partner's programs;
- **9.3.** Participate in the operation of the one-stop system consistent with the terms of this MOU and requirements of applicable law;
- **9.4.** Participate in staff capacity-building and development, including but not limited to cross-training between partner staff;
- **9.5.** Participate in one-stop assessments under applicable state policies and procedures, utilizing state standards created to develop a base-line for one-stop center and system certification and continuous improvement as required by WIOA section 121(g); and
- **9.6.** Develop, offer and deliver quality business services that assist industry sectors in overcoming the challenges of recruiting, retaining and developing talent for the regional economy.

10. Methods of Customer Referral and Tracking.

The partners agree to develop a referral process to aid in the integration and alignment of services within the regional one-stop system. The referral process must help create a more seamless customer experience by providing convenience of services to individuals and businesses. This process also provides for a continuum of services and follow-up to ensure customer needs have been met. All partners agree to follow the Region 12 one-stop center referral process outlined in Attachment D, the Region 12 Core Partner Joint Referral Form.

Region 12 has a long history of working collaboratively with various partners within the region. Ongoing partner meetings have been held with multiple providers to determine what services are currently being offered through various programs and identify gaps within the current service structure. In this way, partners are able to maximize services and funding levels and the participants benefit by having a more complete, comprehensive service plan to reach self-sufficiency. In turn, the region is more likely to meet performance goals.

All integrated Center customers will move through a standardized process that co-enrolls them into multiple programs based on eligibility. This unified customer pool will be shared and

served by multiple partners within the One-Stop system. When eligibility permits, every member must be co-enrolled into all qualifying programs for individualized career services. This allows for optimal participant tracking and increases the likelihood of successful referrals.

Within this flow, customers will be provided career services to gain necessary skills needed by employers within the region. Services will continue to be customized to meet individual customer needs. Field staff are able to provide outreach services in all counties within Region 12 as needed. Such efforts enable applicants with transportation or other barriers to meet with WIOA staff who can initiate registration and training activities.

Service provision outreach has long been part of the various programs and activities offered in the tri-state corner in western Iowa. This provision has especially been offered to those clients most in need. This has resulted in partnerships with multiple community partners. This effort will continue into the foreseeable future as new partnerships are identified and developed.

Service providers in Region 12 have always had an open relationship and often meet together to discuss how they can benefit one another as well as their mutual clients. As a result of this effort, there are many successful programs being operated in Region 12 that serve all categories of individuals.

11. Increased and Maximized Access

The Partners agree that meeting WIOA's mandate for increased access to the Region's workforce services—particularly for individuals with barriers to employment—must be a priority as we work together to deliver workforce services. This necessarily includes outreach to individuals with barriers to employment, a group that includes members of the following populations:

Individuals with disabilities, including but not limited to individuals with vision loss,

- 11.1. Displaced homemakers
- 11.2. Low-income individuals
- 11.3. Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in WIOA section 3
- 11.4. Individuals age 55 and older
- 11.5. Returning citizens (ex-offenders)
- 11.6. Homeless individuals
- 11.7. Youth who are in or have aged out of the foster care system
- 11.8. English language learners, a group that is also often referred to as individuals with Limited English Proficiency (LEP)
- 11.9. Individuals who have low levels of literacy
- 11.10. Individuals facing substantial cultural barriers

- 11.11. Eligible migrant and seasonal farmworkers
- 11.12. Single parents, including single pregnant women
- 11.13. Long-term unemployed individuals
- 11.14. Individuals within two years of exhausting lifetime eligibility under part A of title IV of the Social Security Act

To achieve the priority of increased access for individuals with barriers to employment, the parties will:

- Leverage the expert knowledge of its membership and collaborate to maximize access to workforce services;
- Conduct outreach to stakeholders and other organizations within the Region; and
- Participate in state workforce development accessibility initiatives.

12. Common Performance Measures.

The Partners will collaborate to achieve common performance indicators outlined in the State of Iowa Unified State Plan and any modifications made thereto. This collaboration includes strategizing on approaches to attain these measures and providing data in the method and of the substance requested by state-level partner agencies.

13. Service Design.

The Partners will work together to achieve an integrated partnership that seamlessly incorporates the services provided by Partner programs. The Partners will collaborate to develop and implement operational policies, procedures and proven and promising practices that reflect an integrated system of performance, communication and case management, and use technology to achieve integration and expanded service offerings.

13.1. Alignment of Services.

The Partners will collaborate to develop policies, procedures and proven and promising practices to facilitate the organization and integration of workforce services by function (rather than by program) when permitted by a program's authorizing statute and as appropriate. This will include coordinating staff communication, capacity building, and training efforts. Functional alignment includes having One-Stop Center staff who perform similar tasks serve on relevant functional teams (e.g. Skills Development Team, Business Services Team). Service integration will focus on serving all customers seamlessly (including individuals with barriers to employment) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope and requirements of each Partner Program.

13.2. Career Services.

Career Services include a variety of self-help services and services requiring more staff involvement, generally provided to individuals deemed to be in need of more intensive/training

services to obtain employment; or who are employed but deemed to be in need of more intensive or individualized services to obtain or retain employment that allows for self-sufficiency.

Each partner is responsible for the provision of services associated with the One-Stop system site. The levels of service begin with a set of basic career services available to the universal population. Further assessments may necessitate the need for more intensive or individualized services. These services, customized and based upon the Region 12 needs, are described in a detailed narrative and are outlined in Table format in the Attachment B documents.

Attachment B "Partner Services Responsibilities" identifies the services each required partner will provide and the methods of service delivery each partner will use to ensure that integration and non-duplication of services is addressed.

13.3. Employer Services.

WIOA requires that Local One-Stop Systems provide workforce services that meet the labor-market needs of employers. To meet this requirement, the Partners will collaborate to achieve an integrated approach to business services delivery. This will include the implementation of business-focused outreach and initiatives:

13.3.1. Employer-Focused Outreach.

The Partners will create an Integrated Business Services Team that includes local staff from each core partner agency to:

- a. Facilitate engagement of employers in workforce services programs;
- **b.** Offer and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, training, retaining, and developing talent for the regional economy;
- Identify and develop a clear understanding of industry skill needs, strategies for assisting employers and coordinating business services activities across programs;
- **d.** Incorporate an integrated and aligned business services strategy among partner to present a unified voice for the One-Stop Center in its communications with employers; and
- **e.** Engage employers to develop sector partnerships that are responsive to labor-market trends.

13.3.2. Business-Focused Initiatives.

The partners will develop policies, procedures and promising practices regarding the development of programs and activities that may include but are not limited to implementation of initiatives such as:

- a. Incumbent worker training programs;
- **b.** On-the-job training;
- c. Customized training programs;

- d. Registered apprenticeships;
- e. Industry and sector partnerships;
- f. Career pathways; and
- g. Public-Private partnerships.

13.4. Equal Opportunity.

The parties agree to obey all applicable state and federal nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by the State of Iowa Workforce Development Board and state-level partner agencies regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment under Section 11 of this MOU.

13.5. Integrated Management System.

WIOA emphasizes technology as a critical tool in making possible all aspects of information exchange including client tracking, common case management, data collection, and reporting. Iowa Workforce Development, Iowa Vocational Rehabilitation Services, Iowa Department for the Blind, and Iowa Department of Education, Adult Education and Literacy, are working to develop technological enhancements that allow interfaces of common information needs for WIOA implementation. To support the use of these tools, the One-Stop Partner agrees to:

- 13.5.1. The principles of common reporting and shared information through electronic mechanisms including shared technology;
- 13.5.2. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements; and
- 13.5.3. Develop a process for shared case management that coordinates services and leverage funding to meet the employment needs of an individual job seeker/customer.

13.6. Confidentiality.

The parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Literacy Act, and any other applicable requirement of state or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provision of services. When required under applicable state or federal law, a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

14. Amendment.

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 or local laws, regulations, rules, plans, or policies. Any amendment of this MOU must involve the process outlined in this section.

A party may request to amend this MOU during its term. A party seeking an amendment must submit a written request to each party. The request must include:

- **14.1.** The requesting Partner's name;
- **14.2.** The reason(s) for the amendment request;
- 14.3. Each section of this MOU that will require revision;
- 14.4. The desired date for the amendment to take effect; and
- 14.5. The signature of an authorized representative of the requesting Partner.

After receipt of an amendment request, the parties must attempt to reach consensus on amending this MOU. If the parties reach unanimous agreement to amend this MOU, this MOU may be amended. Each party must execute the amended MOU via an authorized representative for the amended MOU to take effect. If a party objects to the requested amendment to this MOU and consensus on amending this MOU cannot be reached, the requesting party may utilize the Dispute Resolution process outlined in Section 15 to seek amendment of this MOU.

15. Dispute Resolution.

The parties agree to act in good faith to implement this MOU to help execute the local plan. However, should a dispute arise among the parties while attempting to implement the provisions contained in Phase I of this MOU that results in an impasse, the parties agree to utilize the following process:

- **15.1.** A written document detailing the dispute must be submitted to the State of Iowa Workforce Development Board, with a copy delivered by U.S. mail or email to each of the parties to this MOU.
- **15.2.** The State Workforce Development Board will appoint a standing committee to review and work with the parties to attempt to resolve the impasse. Impasses involving state level partners will have the participation of their respective executive director or administrator, or their designees, in all resolution activities.
- 15.3. If the standing committee successfully brokers a resolution to the dispute, the parties must execute a written agreement containing the terms of the dispute resolution. The standing committee must them make a written report to the State Workforce Development Board at the first meeting to occur after the impasse is resolved and agreement between the parties is executed, detailing the dispute and the resolution. The State Workforce Development Board must publish the standing committee's report on its website.
- 15.4. In the event the dispute cannot be resolved within thirty (30) days, the standing

committee will make a recommendation to the State Workforce Development Board regarding a resolution to the impasse. At its next meeting, the State Workforce Development Board will vote on whether to adopt the standing committee's proposed resolution.

- 15.4.1. If the State Workforce Development Board votes to not adopt the standing committee's proposed resolution, the State Workforce Development Board may direct the standing committee to engage in further efforts to resolve the dispute or dissolve the standing committee and create another standing committee to take the initial standing committee's place.
- 15.4.2. If the State Workforce Development Board adopts the standing committee's proposed resolution, the standing committee must draft a report detailing the dispute, its efforts to resolve the dispute, and the resolution. The State Workforce Development Board must post the standing committee's report on its website.

The policies and procedures outlined in this section will not apply to any dispute among the parties regarding cost or resource sharing. Any dispute among the parties regarding cost or resource sharing must be subject to a separate and distinct dispute resolution process that will be outlined in Phase II of this MOU and be compliant with WIOA.

16. Termination.

- 16.1. The parties understand that implementation of the one-stop system is dependent on everyone's good faith effort to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried.
- 16.2. 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 State Workforce Development Board, in writing, ninety (90) days in advance of that intention.
- 16.3. 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.
- 16.4. A party's termination in whole or in part of its participation in this MOU will be effective only as to that entity.
- 16.5. If a party terminates in whole or in part its participation in this MOU, this MOU will remain in full force and effect as to all other parties.
- 16.6. A party's termination in whole or in part its participation in this MOU will trigger a review of the regional workforce development board's certification under WIOA section 107(c) and local workforce development area's designation under WIOA section 106(b) by the State Workforce Development Board which will result in recommendations to the Governor of the State of Iowa.

17. No Indemnification and Liability.

By executing this MOU each partner agrees to work together to deliver Region 12 one-stop services for employers, employees, and those seeking employment. However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities under Iowa law. Each partner under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

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Region 12 Agreement 7/01/2016- 6/30/2019

By signing this Memorandum of Understanding, all partners have reviewed the MOU and find it accurately reflects a general understanding of their involvement in the Region 12 One-Stop System.

western Iowa Tech Community College	Title I Adult, Dislocated Worker and Youth
Dr. Terry Muzicil, President	Date
Iowa Department of Education	Title II Adult Education and Literacy
Lily Bonilla Gam Woolridge Lily Bonilla & Pam Woolridge Program Coordinators	6-15-16 Date
Iowa Workforce Development Marketa Oliver, Division Administrator	Title III Wagner-Peyser Olivery Control of the Con
Iowa Vocational Rehabilitation	Title IV Vocational Rehabilitation
Mary Ott, Supervisor	6/8/2016 Date

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Iowa Department for the Blind	Title IV Vocational Rehabilitation
Keri Osterhaus, Vocațional Rehabilitațion Program Supervisor	<u>6-21-2016</u> Date
Western Iowa Tech Community College	Carl Perkins Career Technical Education
Darin Moeller, Executive Dean of Instruction	Date Date
Community Action Agency of Siouxland	Title V Older American Act
Community Action Agency of Siouxland Jan Logan Jean Logan, Director	Title V Older American Act
Jean/open	(o · 8 · 16

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Iowa Workforce Development	TANF/PROMISE JOBS
Marketa Oliver, Division Administrator	(1) (0.72.) (b) Date
American Indian Council	American Indian Programs
Christine Molle, Executive Director	June 15 2016
-Goodwill of the Great Plains	- Youth Build
Nathan Vander Plaats, Representative	Date
Nathan Vander Plaats, Representative Sioux City Housing Authority	Date Family Self Sufficiency Program

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Community Action Agency of Siouxland	Family Development Self-Sufficiency
Jean Logan, Director	<u>Le 8-16</u> Date
Goodwill of the Great Plains	Disability Employment Initiative
Nathan Vander Plaats, Representative	6/30/16 Date

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Proteus, Inc.	Migrant/ Seasonal Farmworker
Please See AMACHEO Jesus Soto, Chief Executive Officer	Date
Iowa Workforce Development Marketa Oliver, Division Administrator	Veterans Services Date
Iowa Workforce Development Marketa Oliver, Division Administrator	Trade Adjustment Act Date
Community Action Agency of Siouxland	Community Services Block Grant
Jean Logan, Director	0.30.16 Date
Iowa Workforce Development	Unemployment Compensation
Ryan West, Program Coordinator, Devision Action in Streets v	$\frac{6}{\text{Date}}$

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Region 12 Agreement 7/01/2016- 6/30/2019

By signing this Memorandum of Understanding, all partners have reviewed the MOU and find it accurately reflects a general understanding of their involvement in the Region 12 One-Stop System.

AARP	Title V Older American Act
Cynthia Cannavo, Director	Date 6 - 22 - 16

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Region 12 Agreement 7/01/2016- 6/30/2019

By signing this Memorandum of Understanding, all partners have reviewed the MOU and find it accurately reflects a general understanding of their involvement in the Region 12 One-Stop System.

Jim Whitmire, Director

Job Corps

Job Corps

Date

Signature Page, continued Agreement 7/01/2016- 6/30/2019

By signing this Memorandum of Understanding, all partners have reviewed the MOU and find it accurately reflects a general understanding of their involvement in the Regions.

Proteus	Migrant/ Seasonal, Farmworker
AA	5/24/2016
Jesus Soto, Chief Executive Officer	Date