

MEMORANDUM OF UNDERSTANDING

IowaWORKS System Operations

This Memorandum of Understanding (MOU) is executed between the **Western Iowa Workforce Development** 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 **Western 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: **Audubon, Carroll, Cass, Cherokee, Crawford, Fremont, Greene, Guthrie, Harrison, Ida, Mills, Monona, Page, Plymouth, Pottawattamie, Sac, Shelby and Woodbury.**

The CLEO for the LWDA is **Wane Miller** who is a member of the **Cherokee** County Board of Supervisors.

One Stop Operator to be named at a later date.

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

WIWD's Vision statement will be approved on 6/23/2021

IowaWORKS System Structure

The Local Workforce Development Area is made up of **3** of comprehensive centers and **0** affiliate centers.

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

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

The **Western Iowa** Local Workforce Development Board (local WDB) is in the process of selecting a One Stop Operator. This operator will be chosen 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 selection process will be available on [the Western Iowa Workforce Development](#) website at www.westerniowaworkforce.com once a One Stop Operator is chosen.

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)

¹ IWD Policy #1.2.1 CEO Roles and Responsibilities

- 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:

- 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.

- **This will be determined once a One Stop Operator is chosen**

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.

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

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

⁴ [20 CFR 678.420](#)

5. Provide representation on the LWDB, as required, and participate on committees of the LWDB, as needed.

Required Partner Services

The Parties to this Agreement will collaborate to ensure all required and needed services are available to Iowans and Iowa businesses and will work to ensure each IowaWORKS location offers integrated services and have staff who work to ensure quality service delivery.

Methods for providing access to each of the required services:

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

Services delivered within the system are outlined in the Partners Services section in [Attachment C](#).

Basic Career Services

Basic Career Services are universally accessible and must be made available to all individuals seeking employment and training services in at least one comprehensive IowaWORKS center per local workforce development area. Each Partner's method of providing Basic Career Services in the IowaWORKS system is identified in [Attachment C-1](#).

Individualized Career Services

Individualized career services must be provided after IowaWORKS Center staff determine that such services are required to retain or obtain employment, consistent with any applicable statutory priorities. Each Partner's method of providing Individualized Career Services in the IowaWORKS system is identified in [Attachment C-1](#).

Training Services

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

Follow up Services

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

Youth Services

Services for youth, ages 16-24, can be critical to credential attainment and obtaining meaningful work experience. Each Partner's method of providing Youth Services, if applicable, is identified in [Attachment C-3](#).

Business Services

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

Referrals

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

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

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

Accessibility

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

- 1. Physical Accessibility** – IowaWORKS centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.
- 2. Virtual Accessibility** – The Local WDB will work with the State Workforce Development Board (SWDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that Federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

3. **Communication Accessibility** – Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals with disabilities, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments and barriers.
4. **Programmatic Accessibility** – All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or Federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and Federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all IowaWORKS Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available whenever possible to ensure physical and programmatic accessibility within the IowaWORKS Center network.

The Parties to this MOU agree to participate on and with the Disability Access Committee(s) within their Local Workforce Development Area and agree to ongoing and regular communication and training with and / or by partners regarding accessibility. The Parties agree to the Accessibility Plan outlined in [Attachment E](#).

Outreach

The Parties recognize the value in joint outreach of the IowaWORKS system and agree to collaboratively conduct outreach activities to customers, employers and job seekers, of the system. The Parties agree to the Outreach Plan in [Attachment F](#).

The Local WDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner.
- Development of a unified business services team
- Alignment with sector strategies and career pathways.
- Connections to Registered Apprenticeship.
- Focus on outreach to human resource professionals.
- Focus on local area’s job seekers, including targeted efforts for populations most at risk or most in need.

- Regular use of social media.
- An outreach toolkit available for all partners
- Clear objectives and expected outcomes
- Leveraging of any statewide outreach materials relevant to the local area

Data Sharing

Partners agree that the use of high-quality, data is essential to inform decisions made by policymakers, employers, and job seekers. Partners further agree that the collection, use, and disclosure of customer' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

1. Customer PII will be properly secured in accordance with the LWDB's policy and procedure regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
5. Customer data may be shared with other programs, for those programs' purposes, within the IowaWORKS Center network only after written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended. 29 CFR 794(d).

All Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA- protected education records, confidential information in UI records, and personal information in VR records. The Parties to this MOU agree to the Data Sharing Training Plan outlined in [Attachment G](#).

Monitoring

The Local WDB, or its designated staff, officials from state and local administrative entities, the US Departments of Education, Health and Human Services, and Labor have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies.
- Those laws, regulations, and polices are enforced properly.
- Performance data is recorded, tracked, and reviewed for quality to ensure accuracy and completeness.
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met.
- Appropriate procedures and internal controls are maintained, and record retention policies are followed.
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Dispute Resolution

For purposes of this MOU and for IowaWORKS system related issues, each Party expressly agrees to participate in good faith negotiations to reach a consensus. However, should a dispute arise among any Parties to this MOU regarding the contents of this MOU and including the process to develop, amend or renew or in matters pertinent to IowaWORKS operations or activities not addressed in this MOU, all Parties agree to utilize the process included in the attachment cited below. The administrators of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state level partners.

Any local Dispute Resolution Process should include thorough attempts to resolve the issues locally. After reasonable attempts have been made to resolve the dispute locally and in adherence to the Dispute Resolution Process, then and only then can the dispute be elevated to a state level for action.

This MOU is legally binding. Therefore, if all reasonable attempts to resolve any impasse are unsuccessful, it may be remedied in court.

Dispute Resolution Process in [Attachment H](#).

Terms and Conditions

The Parties to this MOU agree to the following Terms and Conditions:

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from education records, such as but not limited to 20 CFR 603, 45 CFR 205.50, 20 USC 1232g, and 34 CFR 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligation under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all the requirements in 20 CFR 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

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

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

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

Non-Discrimination and Equal Opportunity

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

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

Indemnification

All Parties to this MOU recognize the partnership consists of various levels of government, not-for-profit entities, and for-profit entities. Each Party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other Party, State or non-State, for the consequences of any act or omission of any third Party. The Parties acknowledge the **Western Iowa Local WDB and the one-stop operator**, once chosen, 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 **Western Iowa Local WDB** or the one-stop operator, once chosen.

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

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

MOU Attachments

Attachment A-1: IowaWORKS Office Locations

Comprehensive Center Name	IowaWORKS of Greater Siouxland
Center Manager Name and Title	Andi Mann
Mailing Address	2501 4 th Street Sioux City, Iowa 51101
Operating Hours	M, T, Th, F 0830-1630 / W 0900-1630
Phone	712-233-9030
Email	SiouxCityIowaWORKS@iwd.iowa.gov
Main Website	www.iowaworkforcedevelopment.gov
Jobs Website	www.iowaworks.gov

Comprehensive Center Name	IowaWORKS Council Bluffs
Center Manager Name and Title	Randall McQueeney
Mailing Address	300 W. Broadway, Suite 13, Council Bluffs, IA 51503
Operating Hours	M, T, Th, F 0830-1630 / W 0900-1630
Phone	712-352-3480
Email	CouncilBluffsIowaWORKS@iwd.iowa.gov
Main Website	www.iowaworkforcedevelopment.gov
Jobs Website	www.iowaworks.gov

Comprehensive Center Name	IowaWORKS Denison
Center Manager Name and Title	Faith Miller
Mailing Address	11 N 35th St, Denison, IA 51442
Operating Hours	M, T, Th, F 0830-1630 / W 0900-1630
Phone	712-792-2685
Email	DenisonIowaWORKS@iwd.iowa.gov
Main Website	www.iowaworkforcedevelopment.gov
Jobs Website	www.iowaworks.gov

Affiliate Site Name	N/A
Center Manager Name and Title	
Mailing Address	
Operating Hours	
Phone	
Email	
Website	

Attachment A-2: Partners' Other Locations

Partner	Location	Services
WITCC - Plymouth, Cherokee, Woodbury, Ida, Monona, Crawford	Sioux City and Denison, Iowa	Title II - Adult Education & Family Literacy
Goodwill of Great Plains	Sioux City, Iowa	Title I Adult, Dislocated Worker, and Youth Programs
IVRS	510 N Carroll St #2, Carroll, IA 51401	Title IV - Rehabilitation Act of 1973
IWCC - Harrison, Shelby, Pottawattamie, Cass, Mills, Fremont, Page	2700 College Rd, Council Bluffs, IA 51503	Title II - Adult Education & Family Literacy
IVRS	300 W Broadway Ste 33, Council Bluffs, IA 51503	Title IV - Rehabilitation Act of 1973
AARP Foundation SCSEP - Plymouth, Cherokee, Woodbury, Ida	520 South Pierce Suite 210 Mason City, IA 50401	SCSEP
IDB	524 4 th Street, Des Moines, IA 50309	Title IV – Rehabilitation Act of 1973
DMAAC - Carroll, Audubon, Guthrie	906 N Grant Rd, Carroll, IA 51401	Title II - Adult Education & Family Literacy
ICCC - Sac, Greene	101 Ram Dr, Jefferson, IA 50129	Title II - Adult Education & Family Literacy
National Able - Sac, Monona, Crawford, Carroll Greene, Harrison, Shelby, Audubon, Guthrie, Pottawattamie, Cass, Mills, Fremont, Page	3 Triton Circle, Fort Dodge, IA 50501	SCSEP
Proteus	107 North 7 th Street, Fort Dodge, IA 50501	National Farmworker Jobs Program

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Attachment B: Partners/ Parties to this Agreement

Program	Partner Organization	Authorizing Statute	Signatory	Signatory's Contact Information
Chief Lead Elected Official	CLEO	Workforce Innovation and Opportunities Act	Wane Miller	Wmiller@co.cherokee.ia.us
Local Workforce Development Board, Chair	LWDB	Workforce Innovation and Opportunities Act	Bridget Hoefling	Hoeflingb@tristatenursing.com
One Stop Operator	One has not been chosen	Workforce Innovation and Opportunities Act		
Title I - Adult,	Goodwill of Great Plains	WIOA Title I	Shawn Fick, Goodwill of the Great Plains	Ficks@goodwillgreatplains.org
Title I - Dislocated Worker	Goodwill of Great Plains	WIOA Title I	Shawn Fick, Goodwill of the Great Plains	Ficks@goodwillgreatplains.org
Title I - Youth	Goodwill of Great Plains	WIOA Title I	Shawn Fick, Goodwill of the Great Plains	Ficks@goodwillgreatplains.org
Title II - Adult Education & Family Literacy	Western Iowa Tech Community College, Iowa Western Community College, Iowa Central Community College, Des Moines Area	Title II - Adult Education & Family Literacy	Alex Harris, State Director of Adult Education	Alex.harris@iowa.gov

Program	Partner Organization	Authorizing Statute	Signatory	Signatory's Contact Information
	Community College			
Title III - Wagner Peyser Act	Iowa Workforce Development	Title III - Wagner Peyser Act	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Title IV - Rehabilitation Act of 1973	Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973	Keri Osterhaus, Program Administrator	Keri.osterhaus@blind.state.ia.us
Title IV - Rehabilitation Act of 1973	Iowa Vocational Rehabilitation Services	Title IV - Rehabilitation Act of 1973	David Mitchell, IVRS Administrator	David.Mitchell@iowa.gov
Career and Technical Education	Department of Education		Dennis Harden (or designee)	Dennis.harden@iowa.gov
Senior Community Services Employment Program (SCSEP)	AARP	Title V Older Americans Act	Carole Malotte	Cmalotte@aarp.org
	National Able Network	Title V Older Americans Act	Kristen Knobbe	Knobbe@nationalable.org
Job Corps	Denison Job Corps Center	WIOA	Doe Attipoe (or designee)	Attipoe.doe@jobcorps.org
YouthBuild	n/a			
Native American programs	American Indian Council	WIOA Section 166 Indian and Native American (INA)	Christine Campbell	Ccampbell@indiancouncil.net
National Farmworker Jobs Program	Proteus, Inc	WIOA Section 167	Daniel Hoffman-Zinnel	Danielz@proteusinc.net
State Unemployment Compensation Program	Iowa Workforce Development	Title III - Wagner Peyser Act	Christina, Steen, UI Division Administrator	Christina.steen@iwd.iowa.gov

Program	Partner Organization	Authorizing Statute	Signatory	Signatory's Contact Information
Jobs for Veterans State Grant (JVSG)	Iowa Workforce Development	Title 38	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
ReEntry Employment Opportunities (REO) program	Iowa Workforce Development	WIOA	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Housing and Urban (HUD) Development E&T programs	n/a			
Community Services Block Grant (CSBG)	n/a			
Temporary Assistance to Needy Families (TANF)	Iowa Workforce Development	TANF	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Trade Adjustment Assistance (TAA) program	Iowa Workforce Development	The Trade Act of 1974	Michelle McNertney, WFS Division Administrator	Michelle.mcnertney@iwd.iowa.gov
Reemployment Services and Eligibility Assessments (RESEA)	Iowa Workforce Development	RESEA Grant	Mike Witt, AJC Division Administrator	Michael.witt@iwd.iowa.gov
Other				

Attachment C: Partner Services List

Basic Career Services

- A. Eligibility Determination
- B. Outreach, Intake, and Orientation to the information, services, programs, tools and resources available through the Local workforce system
- C. Initial assessment of skill level(s), aptitudes, abilities, and supportive service needs
- D. In and out of area job search and placement assistance
- E. Provision of information on in demand sectors, occupations, or nontraditional employment
- F. Provision of employment/ workforce and labor market information
- G. Provision of performance information and program costs for eligible providers of training, education, and workforce services
- H. Provision of information on performance of the local workforce system
- I. Provision of information on the availability of supportive services and referral to such as appropriate
- J. Provision of information and meaningful assistance on Unemployment Insurance claim filing
- K. Provision of referrals and coordination of activities with other programs and services
- L. Information and assistance in applying for financial aid for training and education programs not provided under WIOA.

Individualized Career Services

- A. Comprehensive and specialized assessments of skill levels and service needs
- B. Development of an Individual Employment Plan (IEP) to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
- C. Group Counseling
- D. Individual Counseling and Career Planning
- E. Literacy Training
- F. Workforce Preparation Activities
- G. Case Management for customers seeking training services, individual in and out of area job search, referral and placement
- H. Work based learning experiences, including internships and transitional jobs
- I. Instructions in Self Advocacy (VR)
- J. English Language Acquisition

Follow Up Services

- A. Follow Up Services

Training Services

- A. Occupational Skills Training
- B. On-the-Job Training (OJT)
- C. Entrepreneurial Training
- D. Customized Training
- E. Training programs operated by the private sector
- F. Skill upgrading and retraining
- G. Adult Education and Literacy (AEL) programs
- H. Workplace and Cooperative Education (programs that combine workplace training with related instruction which may include cooperative education programs)
- I. Incumbent Worker Training

Youth Services

- A. Tutoring, study skills training, dropout prevention
- B. Alternative secondary school services
- C. Paid and unpaid Work Experience
- D. Occupational Skills Training
- E. Education offered concurrently with workforce preparation
- F. Leadership development
- G. Supportive services
- H. Adult mentoring
- I. Follow up services
- J. Comprehensive guidance and counseling
- K. Financial literacy education
- L. Entrepreneurial skills training
- M. Services that provide labor market information
- N. Postsecondary preparation and transition activities

Business Services

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

Attachment C-1: Career Services

Partner	Program	Method of Providing Service				
		In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Goodwill of the Great Plains	Title I - Adult	Basic: A, B, C, D, E, F, G, H, I, K, L Individualized: A, B, C, D, F, G, H, I Follow Up : A				
Goodwill of the Great Plains	Title I - Dislocated Worker	Basic: A, B, C, D, E, F, G, H, I, K, L Individualized: A, B, C, D, F, G, H, I Follow Up : A				
Goodwill of the Great Plains	Title I - Youth	Basic: A, B, C, D, E, F, G, H, I, K, L Individualized: A, B, C, D, F, G, H, I Follow Up : A				



Iowa Department of Education	Title II - Adult Education & Literacy		WITCC: Basic-A,B,C,G,I,K Individualized-A,D,E,F,G,J Follow up-A		WITCC: Basic-A,B,C,G,I,K Individualized-A,D,E,F,G,J Follow up-A IWCC: Basic-A,B,C,G,I,K,L Individualized-A,D,E,F,G,J Follow-up-A	IWCC: Basic-A,B,C,G,I,K Individualized-A,D,E,F,G,J Follow up-A ICCC: Basic – A, B, C, G, I, K Individualized – A, D, E, F, G, J Follow Up – A DMACC: Basic – A,B,C,E,F,G,H,I,K,L Individualized – A,D,E,F,G,J Follow Up - A
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	Basic: A – F, H – K Individualized: A, B, D, F, G, H Follow UP: A				
Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973					Basic: D, E, L Individualized: B, D, E, F, H, I
Iowa Vocational Rehabilitation Services	Title IV - Rehabilitation Act of 1973	Sioux City: Basic – D, E Individualized – B, D, F, H, I				Carroll: Basic – D, E Individualized – B, D, F, H, I Council Bluffs: Basic – D, E Individualized – B, D, F, H, I
IWD	Trade Adjustment Assistance (TAA)	Basic: A – L Individualized: A-I				

AARP	National Able Network (NAN)	Senior Community Services Employment Program (SCSEP)		B=A-D I=A,B,F,G,H (AARP)	B=A-D I=A,B,F,G,H (NAN)			
		Job Corps					WITCC Denison: Basic- A,B,C,G,I,K Individualized- A,D,E,F,G,J Follow up-A	
		YouthBuild						

Partner	Program	Method of Providing Service				
		In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
	Native American Programs	Sioux City				
Proteus, INC	National Farmworker Jobs Program (NFJG)			Basic: A-G, I, KL Individualized: AB, D, F-H Follow Up: A		
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	Basic: B – G, I, K Individual: A, B, D, F, G, H Follow Up: A				
IWD	Unemployment Compensation		Basic: A, B, J			
IWD	Jobs for Veterans State Grant (JVSG)	Basic: A – F, I, K Individualized: B, D, F, G, H Follow Up: A				
IWD	Reentry Employment Opportunities (REO)	Basic: A – F, H – K Individualized: A, B, D, F, G, H Follow UP: A				
	Housing & Urban Development (HUD) Employment & Training Programs	n/a				
	Community Services Block Grant (CSBG)	n/a				

Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
IWD	Ticket to Work	Basic: A – F, H – K Individualized: A, B, D, F, G, H Follow UP: A				
IWD	RESEA	Basic: A – F, H – K Individualized: A, B, D, F, G, H Follow UP: A				

Attachment C-2: Training Services

Method of Providing Service						
Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Goodwill of the Great Plains	Title I - Adult	A, B, C, D, E, F				
Goodwill of the Great Plains	Title I - Dislocated Worker	A, B, C, D, E, F				
Goodwill of the Great Plains	Title I - Youth	A, B, C, D, E, F				
Iowa Department of Education	Title II - Adult Education & Literacy				WITCC: F,G	IWCC: E,F,G ICCC: F, G DMACC: A,D,F,G,H
Iowa Department of Education	Career and Technical Education					A, C, D, F, G, H, I

Iowa Workforce Development (IWD)		Title III - Wagner Peyser	n/a					
Iowa Department for the Blind		Title IV - Rehabilitation Act of 1973					A, B, C, D, E	
Iowa Vocational Rehabilitation Services		Title IV - Rehabilitation Act of 1973	Sioux City: A, B, C, D, E				Carroll: A, B, C, D, E Council Bluffs: A, B, C, D, E	
IWD		Trade Adjustment Assistance (TAA)	A – I					
AARP	National Able Network (NAN)	Senior Community Services Employment Program (SCSEP)		D (AARP)	D (NAN)			
		Job Corps				WITCC Denison: F,G		
		YouthBuild	n/a					
		Native American Programs	A, B, C, D, E, F, G, H, I					
Method of Providing Service								
Partner		Program		In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Proteus, Inc.		National Farmworker Jobs Program (NFJG)				AB,EF		
IWD		Temporary Assistance for Needy Families		n/a				

	(TANF) - PROMISE Jobs					
IWD	Unemployment Compensation	n/a				
IWD	Jobs for Veterans State Grant (JVSG)	n/a				
IWD	Reentry Employment Opportunities (REO)	n/a				
	Housing & Urban Development (HUD) Employment & Training Programs	n/a				
	Community Services Block Grant (CSBG)	n/a				
IWD	Ticket to Work	B, D, E, H				
IWD	RESEA	n/a				

Attachment C-3: Youth Services

Method of Providing Service						
Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Goodwill of the Great Plains	Title I - Adult	A, C, D, E, F, F, G, H, I, J, K, L, M, N				
Goodwill of the Great Plains	Title I - Dislocated Worker	A, C, D, E, F, F, G, H, I, J, K, L, M, N				
Goodwill of the Great Plains	Title I - Youth	A, C, D, E, F, F, G, H, I, J, K, L, M, N				
Iowa Department of Education	Title II - Adult Education & Literacy				WITCC: A,G,I,N	IWCC: A,G,I,N ICCC: A,G,I,N DMACC: A,B,D,E,G,I,J,K,M,N
Iowa Department of Education	Career and Technical Education					D
Iowa Workforce Development (IWD)	Title III - Wagner Peyser	C, D, G, I, M				
Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973					C, D, E, F, J, K, L, M, N
Iowa Vocational Rehabilitation Services	Title IV- Rehabilitation Act of 1973	Sioux City: C, D, E, F, L, M, N				Carroll: C, D, E, F, L, M, N Council Bluffs: C, D, E, F, L, M, N
IWD	Trade Adjustment Assistance (TAA)	n/a				
	Senior Community	n/a				

	Services Employment Program (SCSEP)					
	Job Corps				WITCC Denison: G,I,N	
	YouthBuild	n/a				
	Native American Programs	A, B, C, D, E, F, G, H, I, J, K, L, M, N				
Method of Providing Service						
Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Proteus, Inc	National Farmworker Jobs Program (NFJG)			C-G, I-K,MN		
IWD	Temporary Assistance for Needy Families (TANF)- PROMISE Jobs	C, D, G, H, I, J, M, N				
IWD	Unemployment Compensation		I, M			
IWD	Jobs for Veterans State Grant (JVSG)	G, I, J, M		C		
IWD	Reentry Employment Opportunities (REO)	C, G, I, M				
	Housing & Urban Development (HUD)	n/a				

Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
	Employment & Training Programs					
	Community Services Block Grant (CSBG)	n/a				
IWD	Ticket to Work	C, G, I, M				
IWD	RESEA	n/a				

Attachment C-4: Business Services

Method of Providing Service						
Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
Goodwill of the Great Plains	Title I - Adult	C, D, E, F, G, H, I, J, L, M, N				
Goodwill of the Great Plains	Title I - Dislocated Worker	C, D, E, F, G, H, I, J, L, M, N				
Goodwill of the Great Plains	Title I - Youth	C, D, E, F, G, H, I, J, L, M, N				
	Title II - Adult Education & Literacy				WITCC: D,E,G,H,J,M	IWCC: B,D,E,G,H,J,M ICCC: D,E,G,J DMACC: B,D,E,G,J

Iowa Workforce Development (IWD)	Title III - Wagner Peyser	A – H, L - N				
Iowa Department for the Blind	Title IV - Rehabilitation Act of 1973					C, G, L, K
Iowa Vocational Rehabilitation Services	Title IV - Rehabilitation Act of 1973	Sioux City: C, G, J, K, L, M				Carroll: C, G, J, K, L, M Council Bluffs: C, G, J, K, L, M
IWD	Trade Adjustment Assistance (TAA)	n/a				
	Senior Community Services Employment Program (SCSEP)	n/a				
	Job Corps	n/a				
	YouthBuild	n/a				
	Native American Programs	A, B, C, D, E, F, G, H, I, J, K, N				
Method of Providing Service						
Partner	Program	In Center Full Time	In Center Part Time	Partner Program Provides Full Time	Partner Program Provides Part Time	Direct Linkage
	National Farmworker Jobs Program (NFJG)	n/a				
IWD	Temporary Assistance for Needy Families (TANF) - PROMISE Jobs	n/a				

IWD	Unemployment Compensation	A, E, F, G, H, M, N				
IWD	Jobs for Veterans State Grant (JVSG)	C, D, G				
IWD	Reentry Employment Opportunities (REO)	A – H, L - N				
	Housing & Urban Development (HUD) Employment & Training Programs	n/a				
	Community Services Block Grant (CSBG)	n/a				
IWD	Ticket to Work	A – H, L - N				
IWD	RESEA	n/a				

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

Partner	Program	Service	Explanation

Attachment D: Referral Process

LWDA:

**IowaWORKS System Partners'
Referral Process**

Step I:

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

When a referral needs to be made to a Core or Required Partner program, the referring agency staff will complete a referral using a shared web-based form or paper version. When possible, also complete a warm handoff with customer, connecting them with the appropriate entity either in person, via phone or via electronic means

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

Step II:

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

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

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

Step III:

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

Method for Documenting Referrals:

Agency staff include a case note describing the referral and to whom the referral was directed to.

This information is tracked using the IowaWorks case management system and/or on a shared spreadsheet. Wagner Peyser staff ensure a Wagner Peyser application has been completed and that a referral service has been requested.

Method for Tracking Status of Referrals:

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

The receiving entity is to provide an update on the status of the referral in the shared spreadsheet.

Each partner agency assigns an individual to monitor and process incoming referrals.

Database(s) utilized for Documenting and Tracking Referrals:

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

The One-Stop Operator will also be responsible for retaining digital copies.

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

All Core and Required partner staff have access to make referrals. The development of a referral form is still in process and will meet Section 508 of the ADA when it is complete.

Other information necessary regarding referrals:

Training on how to make referrals will be completed as necessary with core WIOA partners.

Partners are in the process of working through processes to make this available for all partners. All partners will provide input on the process and must agree to the referral form once the process is fully developed.

Check here if a Referral Form is attached.

Attachment E: Accessibility Plan

LWDA:

IowaWORKS System Partners' Accessibility Plan

How will partners ensure physical accessibility of the system?

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

All job seekers are able to participate both physically and virtually in workshops and services offered through the Center and Partner agencies. All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or Federal law.

How will partners ensure virtual accessibility of the system?

Each partner will ensure that individuals have the option to complete initial intake and assessment virtually. Partners will also ensure that job seekers and businesses have access to the same information online as they do in a physical facility.

Virtual accessibility is defined and guided by the following:

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

How will partners ensure communications accessibility?

All partners recognize the importance of ensuring that all customers can communicate and receive information on equal footing. Partners agree that having readily available access to equipment and services is needed. The Disability Access Committee will meet routinely throughout the year to evaluate accessibility. While it is recognized that each individual customer may have their own preferred methods of communication, partners may use the following (noting that this is not an all encompassing list):

- ASL interpreter services (virtual and on-site)

- **Email**
- **Phone**
- **TTY**
- **Interpreter services**
- **Foreign language interpreter (virtual and on-site)**
- **Print/Large Print**
- **Meeting platforms w/ imbedded closed captioning**
- **Accessible digital text**
- **Audio with transcript**
- **Infographics/visuals**
- **Recorded meeting capabilities**
- **Iowa Department for the Blind Library could be accessed to create instructional material**

How will partners ensure programmatic accessibility?

Programs and services available should be both physically and programmatically accessible to all and partners have a responsibility to ensure that this occurs.

Review current accommodations, technology, and processes within the center to identify availability and areas of need.

- **Ongoing evaluation**
- **Continual trainings amongst partners to ensure that staff are knowledgeable about accommodations and comfortable utilizing technology and providing services to customers**

The Disability Access Committee serves as an advisory group to the OSO and LWDB and partners. They work collaboratively together to assess physical and programmatic accessibility and develop strategies to overcome any barriers identified. Expertise of committee members is utilized to help develop training.

Attachment F: Outreach Plan

LWDA:

**IowaWORKS System Partners’
Outreach Plan**

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

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

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

Core WIOA partners participate together in two annual all staff in-service events to increase coordination of services and activities to meet job seeker and business needs. A monthly meeting with core partner staff was recently initiated with a purpose of increasing communication on services available.

Outreach for programs

Core WIOA programs have developed joint marketing of the IowaWORKS one-stop center and services. To help support a better understanding and increased access of WIOA services, the WIOA partner team has developed outreach materials that focus on services instead of programs. Then it

is up to the workforce team members to identify which services a business or job seeker needs/wants and convene the appropriate partners to the table to serve the customer. Social Media is utilized to share information/market services. Partner groups are utilized to share out information and create a system of resources of programs. This system promotes the one-stop as a source for workforce solutions. Instead of making job seekers or businesses try to navigate the many workforce programs, we encourage them to identify the types of services they may need, and team members help them navigate the appropriate workforce programs.

Outreach for business customers

The core WIOA partners have an integrated business services team. This team coordinates activities around outreach to businesses, participation in local workforce groups and business services. The goal of this group is to approach businesses as one integrated group from the one-stop center, creating efficiencies for WIOA programs and businesses. The integrated business services team coordinates to ensure consistent messaging from each WIOA core partner representative of the one-stop area to each board. Information learned at each board meeting is brought back and shared with all partners.

Outreach for job seeker customers

Workforce partners work collaborative on outreach activities to job seekers. Below are some examples of outreach activities partners complete both collaboratively and when necessarily independently as well:

- Job Fairs
- Email blasts
- Walk in traffic
- Workshops
- RESEA
- Paid outreach (websites, mailers, radio, social media)
- Community Based Organizations (ie. Flyers in food pantry boxes)
- Staff housed within community partners
- Meetings with dislocated workers
- Court Services (ie. Probation and Parole Officers)

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

Social Media is utilized to share information/market services. Programs being developed in partnership with local communities to educate and assist specific populations in those communities with services. JVSG Veteran Representatives do monthly outreach to veteran agencies in the local areas promoting events and services.

Attachment G: Data Sharing Training Plan

LWDA:

IowaWORKS System Partners' Data Sharing Training Plan

All staff will be trained in the protection, use, and disclosure requirements governing Personal Identifying Information (PII) and any other confidential data for all applicable programs, including FERPA- protected education records, confidential information in UI records, and personal information in VR records.

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

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

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



Attachment H: Dispute Resolution Process

LWDA:

IowaWORKS System Partners' Dispute Resolution Process

Step I:

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

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

Step II:

If local attempts to resolve the dispute have been unsuccessful, the agency with the dispute shall notify 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**

Parties to the MOU may submit an amendment in writing to the local board executive director/staff via the contact information provided on the local board’s website, www.westerniowaworkforce.com. Board staff will present the amendment to the local board for consideration. The MOU partner may ask to or be invited to present the amendment at a board meeting. The local board will vote to accept or deny the amendment.

Attachment J: Termination Process

LWDA:

IowaWORKS System Partners' Termination Process

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



Attachment K: Negotiations/ Meeting Summary

LWDA:

Date of Meeting:

Attendees:

Topic	Discussion	Decision Made/ Action Taken

Signature Page

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

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

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

Signature

Date

Print Name

Title

Partner Agency/ Program(s) Represented

Definitions

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

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

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

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

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

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

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

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

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

Memorandum of Understanding (MOU) Agreement Period – the MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), the MOU must contain:

- A. the duration of the MOU
- B. procedures for amending the MOU during the duration of the MOU
- C. assurance that such memorandum shall be reviewed not less than once every three-year period to ensure appropriate funding and delivery of services.

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

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

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

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

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

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

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

each LWDB shall review the local plan, and the LWDB, in partnership with the CLEO, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the IowaWORKS delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.

WIOA State Plan – the term “state plan,” used without further description, means a unified State plan under section 102 or a combined State plan under section 103.