

Memorandum of Understanding

Minnesota CareerForce System Operations

This Memorandum of Understanding (MOU) is an agreement between the Local Workforce Development Board 2 (LWDB 2), The Chief Elected Official (CEO), and the CareerForce partners (Partners). They are collectively referred to as the “Parties” to this MOU.

This Memorandum of Understanding (MOU) is to confirm the understanding of the Parties regarding the operation and management of the One-Stop Service Delivery System in Local Workforce Development Area 2 (LWDA 2) as required under the Workforce Innovation and Opportunity Act of 2014 (WIOA). The LWDB 2, along with the CEO, provides oversight of workforce services in LWDA 2.

Purpose, Scope, and Shared Standards

CareerForce Partners share the following standards regarding services provided in LWDA 2:

- One-Stop – one place a customer can go to access all state and federal programs.
- Customer Centered or Customer Focused.
- Inclusive Access.
- Comprehensive Services.

- **BACKGROUND:** LWDA 2 developed this MOU to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented toward the goals of improving the quality of the workforce, reducing MFIP dependability, increasing economic self-sufficiency, meeting skills requirements of employers and enhancing productivity and competitiveness in LWDA 2.
 1. Increase access to and opportunities for the employment, education, training, and support services for individuals, particularly those with barriers to employment.
 2. Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
 3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
 4. Promote improvement in the structure and delivery of services.
 5. Increase the prosperity of workers and employers.
 6. Provide workforce development activities that increase employment, retention, and earnings of participants and that increase postsecondary credential attainment.

Parties

Parties to MOU

Partner Name	Program	Program Authority
Local Workforce Development Board 2 and CEO Lori Schwartz Governing Board of RMCEP Rural Minnesota Concentrated Employment Program, Inc. (RMCEP)	WIOA Adult and Dislocated Worker Programs	WIOA Title IB- Adult and Dislocated Worker Programs
	WIOA Young Adult Programs	WIOA Title 1B – Youth Programs
	State Dislocated Worker Program	MN Statute 116L.17 – State Dislocated Worker Program
	Minnesota Youth Program	MN Statute 116L.56 Minnesota Youth Program
	Minnesota Family Investment Program, Diversionary Work Program, TANF Youth Program	Social Security Act – Part A of Title IV Programs (TANF)
	Senior Community Service Employment Program (SCSEP)	Older Americans Act Title V
	SNAP Employment and Training	Food and Nutrition Act of 2008
	Ticket to Work	Social Security Administration Titles II and XVI
	Social Security Advocacy Services	S Dept of Health & Human Services Minnesota Dept of Health and Human Services
Workforce Impact (Beltrami County MFIP only)	Minnesota Family Investment Program, Diversionary Work Program, TANF Youth Program	Social Security Act – Part A of Title IV Programs (TANF)
	SNAP Employment and Training	Food and Nutrition Act of 2008

Northwest Region ABE Consortium (Alexandria, Brainerd, Cass Lake-Bena-Walker-Leech Lake Band of Ojibwe, Lakes Area Adult Education, Fergus Falls, Freshwater, Moorhead, Northwest Service Coop, Red Lake Band of Ojibwe, White Earth)	Adult Education and Family Literacy	WIOA Title II -Adult Education & Literacy
DEED- UI, Job Service, VRS, TAA, SSB	Wagner-Peyser Act (Job Service)	WIOA Title III Wagner Peyser & Migrant Seasonal Farmworker Programs
	Veteran's Services	Chapter 41 Title 38 Jobs for Veterans Jobs for Veterans State Grant
	Unemployment Insurance (UI)	Unemployment Insurance Programs authorized under state law
	Rehabilitation Services	WIOA Title IV-Rehabilitation Act, Title I, Vocational Rehabilitation Services
	Trade Adjustment Assistance (TAA)	Trade Act Title II, Chapter 2
	State Services for the Blind	Rehabilitation Act of 1973 as amended, and Minnesota State Statute 248.10
Minnesota State Community & Technical College (all campuses) Alexandria Community & Technical College Northwest Technical College, Bemidji	Post-Secondary Vocational Education Programs	Carl D. Perkins Career and Technical Education
Northwest Indian Community Development Center serving Red Lake Nation, White Earth Nation, Leech Lake Band of Ojibwe, headquarters to Minnesota Chippewa Tribe	Adult employment and training programs through Indian and Native American Programs	WIOA Title 1 – Adult Programs

One-Stop System Description- Center Locations

Comprehensive CareerForce Center	Address
Brainerd CareerForce	204 Laurel St. Suite 21, Brainerd, MN 56401
Affiliate CareerForce Center	Address
Alexandria CareerForce	303 22nd Ave W Suite 107, Alexandria, MN
Detroit Lakes CareerForce	803 Roosevelt Ave, Detroit Lakes, MN
Fergus Falls CareerForce	1414 College Way Suite L180, Fergus Falls, MN
Little Falls CareerForce	609 13 th Ave NE Suite G, Little Falls, MN
Moorhead CareerForce	715 N 11 th St. Suite 302, Moorhead, MN
Wadena CareerForce	124 1 st St SE. Suite 3, Wadena, MN
Bemidji CareerForce & Mobile Services-Westridge	2300 24 th St NW Suite 106, Bemidji, MN
Bemidji CareerForce Workforce Impact- Downtown	616 America Ave NW, Bemidji, MN

Partners

Partner Services: This identifies the services each required partner will provide and the method(s) of service delivery and referrals each partner will use. Note detailed description of services in Attachment A, Partner Services List.

Program Name: *Adult and Dislocated Worker (WIOA Title IB)*

Partner Name: Rural Minnesota CEP, Inc. (RMCEP)

Services Provided: Provide employment and training services as defined in WIOA Section 134 for eligible adults and dislocated workers. Basic Career Services, Individualized Career Services, Follow-Up Services, Training Services, Business Services.

Service Delivery Method: Direct case management on-site through each center, by appointment and using virtual or remote technologies including text.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services.

Program Name: *WIOA Young Adult*

Partner Name: RMCEP

Services Provided: Direct case management and services to eligible in-school and out-of-school youth as defined in WIOA Section 129. . Basic Career Services, Individualized Career Services, Youth Services, Follow-Up Services, Training Services, Business Services.

Service Delivery Method: Direct case management on-site through each center, at schools or businesses, by appointment and using virtual or remote technologies including text.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services. Schools also provide referrals for potentially eligible students.

Program Name: *State Dislocated Worker*

Partner Name: RMCEP

Services Provided: Provide employment and training services as defined in MN State Statute 116L.17 for eligible dislocated workers.

Service Delivery Method: Direct case management on-site through each center, by appointment and using virtual or remote technologies, including text. Basic Career Services, Individualized Career Services, Follow-Up Services, Training Services, Business Services.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services.

Program Name: *Minnesota Youth Program*

Partner Name: RMCEP

Services Provided: Employment and training services as defined in the Minnesota Youth Program for eligible youth. Basic Career Services, Individualized Career Services, Follow-Up Services, Youth Services.

Service Delivery Method: Direct case management on-site through each center, at schools or businesses, by appointment and using virtual or remote technologies, including text.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services. Schools also provide referrals for potentially eligible students.

Program Name: *Temporary Assistance for Needy Families/MFIP/DWP/TANF Youth*

Partner Name: RMCEP; Workforce Impact (for Beltrami County only)

Services Provided: Provide employment and training services as defined through funding source for eligible customers on public assistance.

Service Delivery Method: Direct case management on-site through each center, by appointment and using virtual, remote, or mobile technologies, including text. Basic Career Services, Individualized Career Services, Follow-Up Services, Youth Services, Training Services, Business Services.

Method of Referral: Clients are referred to RMCEP by appropriate county staff.

Program Name: *Senior Community Service Employment Program (SCSEP)*

Partner Name: RMCEP

Services Provided: Provides subsidized employment and training services for eligible senior adults.

Service Delivery Method: Direct case management on-site through each center, by appointment and using virtual or remote technologies, including text. Basic Career Services, Individualized Career Services, Follow-Up Services, Training Services, Business Services.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services.

Program Name: *Adult Education and Family Literacy (ABE) (Title II)*

Partner Name: Alexandria Area ABE (#206) Brainerd ABE (#181) Cass Lake-Bena-Walker ABE (#115-Leech Lake Tribal) Lakes Area Adult Education ABE (#22) Fergus Falls ABE (#544) Moorhead ABE (#152) Northwest Service Cooperative ABE (#0928) Red Lake ABE (#38) White Earth Tribal Council ABE (#111) and the Freshwater Education District (#6004)

Services Provided: Provide instruction to adults who are working toward a high school credential, learning English, improving basic skills such as literacy and math, basic computer skills, adult career pathways, and/or preparing for postsecondary education or employment.

Service Delivery Method: Literacy based instruction offered onsite (ABE) in each county and virtually through direct instruction and distance learning programs relevant to the needs of the learner.

Method of Referral: Via written, phone, email, fax or in person, partner staff provide referrals

directly to ABE for services

Program Name: *Job Service/Wagner Peyser Act (WIOA Title III)*

Partner Name: Minnesota Department of Employment and Economic Development (DEED)

Services Provided: Provides labor exchange, employment and basic career services to businesses and job seeking customers.

Service Delivery Method: Direct access to online labor exchange, job search and career exploration tools, workshops, and appointments. These services are delivered on site at CareerForce Brainerd comprehensive one-stop, and at Alexandria and Bemidji and other affiliate sites, online (virtual), over the phone, or at community sites that provide greater accessibility for customers while ensuring privacy is maintained.

Method of Referral: Program staff will make direct contact with other program staff for referrals via telephone, email, text and/or written correspondence, sharing allowable information about the customer.

Program Name: *Jobs for Veteran's Services State Grant (JVSG)*

Partner Name: DEED

Services Provided: The Disabled Veterans' Outreach Program (DVOP) specialists work directly with veterans and eligible persons who have significant barriers to employment (SBE), as identified in 38 USC 4103A(a)(1). The DVOPs provide the following individualized career services (ICS):

- Case management, comprehensive assessment, career guidance services, staff-assisted job search activities, Labor Market Information (LMI).
- Local Veterans' Employment Representatives (LVERs) perform a wide range of duties on behalf of our veterans specifically related to outreach to the employer community and facilitation within the state's employment service delivery system. These duties are outlined in 38 U.S.C. 4104(b).
- LVERs advocate for all veterans served by the CareerForce System with business, industry, and other community-based organizations.

Service Delivery Method: : JVSG staff delivers services through a range of service delivery methods based on the individualized needs of customers This includes but is not limited to:

- Staff availability at one-stop centers, correctional facilities, military armories and training centers, Tribal lands, partner locations such as the VA and County Veterans Service Officers
- Virtual services delivery via virtual meetings such as Teams and WebEx.

Method of Referral: Program staff will make direct contact with other program staff for referrals via telephone, email, text and/or written correspondence, sharing allowable information about the customer.

Program Name: *Unemployment Insurance (UI) Program*

Partner Name: DEED

Services Provided: The Minnesota Unemployment Insurance Program provides benefits to eligible unemployed workers in Minnesota and throughout the United States and collects taxes and reimbursements from employers who have employees in Minnesota. An active work search is an eligibility requirement for applicants. To help facilitate this, Minnesota UI also administers the Reemployment Services and Eligibility Assessment (RESEA) program which guides applicants through services which will assist with their reemployment. Referrals from RESEA are made to other CareerForce Center partners.

Service Delivery Method: Approximately 95% of applicants and employers do all their transactions with UI via an online, self-service web-based application. Applicants and employers may also call the UI Customer Service center to get assistance or have questions answered by a UI expert. The RESEA program works with applicants either virtually, currently by phone, or in-person.

Method of Referral: All UI Applicants receive information on CareerForce services through multiple sources including the printed UI handbook and the UI program website, www.uimn.org. RESEA staff make direct contact with selected UI applicants and refer those applicants to appropriate services.

Program Name: *Vocational Rehabilitation Services (Title IV)*

Partner Name: DEED Rehabilitation Services

Services Provided: Provide vocational rehabilitation services, including career services, to eligible and potentially eligible individuals with disabilities to prepare for, enter, and keep employment.

Service Delivery Method: VRS provides services at and through the one-stop location including case management, referrals and employment services to eligible customers.

Method of Referral: Program staff will make direct contact with other program staff for referrals via telephone or written correspondence, sharing allowable information about the customer.

Program Name: *Trade Adjustment Assistance (TAA)*

Partner Name: RMCEP/DEED TAA

Services Provided: Co-enrollment into Dislocated Worker Program for all TAA eligible participants LWDA 2 or who were formerly employed in LWDA 2.

Service Delivery Method: Direct case management of TAA and Dislocated Worker co-enrolled through coordination with RMCEP, through each LWDA 2 CareerForce Center, by appointment and using virtual or remote technologies, including text.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to TAA.

Program Name: *State Services for the Blind (SSB)*

Partner Name: DEED SSB

Services Provided: Provides services for the visually impaired to live independently and prepare for employment.

Service Delivery Method: In person in Bemidji or Fergus Falls CareerForce Centers., otherwise through phone or remote technologies.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to SSB.

Program Name: *YouthBuild*

Partner Name: Bi-County Community Action Programs (BI-CAP)

Services Provided: Youth services as defined in Federal YouthBuild to assist at-risk youth through education, occupational skills, training and leadership. Basic Career Services, Individualized Career Services, Follow-Up Services, Training Services, Business Services.

Service Delivery Method: In person at BI-CAP office, schools and designed worksites.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP and from RMCEP to BI-CAP for services

Program Name: *Northwest Indian Community Development Center*

Partner Name: Northwest Indian CDC

Services Provided: WIOA Adult employment and training programs through Indian and Native American Programs

Service Delivery Method: In person at NWICDC and through on-line technology.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP and from RMCEP to NWICDC for services.

Program Name: *Carl D. Perkins Career & Technical Education*

Partner Name: Minnesota State Community & Technical College (all campuses), Alexandria Technical & Community College, Northwest Technical College

Services Provided: Skill training, certificates, degrees and career pathways.

Service Delivery Method: Direct classroom instruction on site at all campuses and through distance learning.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP and RMCEP to college.

Additional Partner Services: WIOA Section 121(b)(2)(B) describes the types of programs that may be included as "additional" programs in the One-Stop Delivery system. This section identifies the services each additional partner will provide and the method(s) of service delivery each partner will use.

Program Name: *SNAP Employment and Training*

Partner Name: RMCEP; Workforce Impact (Beltrami County only)

Services Provided: Employment and training services for eligible customers. Basic Career Services, Individualized Career Services.

Service Delivery Method: Direct case management through each LWDA 2 CareerForce Centers, by appointment and using virtual or remote technologies, including text.

Method of Referral: Clients are referred to us by appropriate county staff or college for eligible college students.

Program Name: *Ticket to Work (T2W)*

Partner Name: RMCEP

Services Provided: Benefits counseling and employment services for persons assigning Ticket to Work to RMCEP as an employment service provider. Basic Career Services, Individualized Career Services.

Service Delivery Method: Individualized service using technology, in person, phone call or text.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services.

Program Name: *Social Security Advocacy Services (SSAS)*

Partner Name: RMCEP

Services Provided: Assist individuals to file an application for social security disability benefits, appeal a denied application, assist with continuing disability reviews, and make sure that they are applying for all benefits for which they are eligible.

Service Delivery Method: Individualized service using technology, in person, phone call or text.

Method of Referral: Via written, phone, email or in person, partner staff provide referrals directly to RMCEP for services.

Program Name: *WIOA Section 166 Employment and Training Services*

Partner Name: Northwest Indian Community Development Center (NWCDC)

Services Provided: Provide employment and training activities for the Indian and Native American populations to more fully develop the academic, occupational and literacy skills; make individuals more competitive in the workforce; and promote economic and social development in accordance with the goals and values of such communities. These programs are administered in a way that not only meet regulatory requirements, but also in ways that are consistent with the traditional cultural values and beliefs of the people they are designed to serve.

One-Stop Operator

The LWDB selects the One-Stop Operator (OSO) through a competitive process in accordance with the Uniform Guidance, the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and local procurement standards, laws, and regulations. The OSO selection will occur at least once every four years.

Service Design

WIOA Section 121 identifies 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 the multiple services to individual customers. There is no required sequence of service.

The management of the one-stop system is the shared responsibility of the LWDB, CEO, OSO, and the one-stop Partners. The system is a collaborative for the planning, operations, and management of local workforce services.

Roles and Responsibilities

One-Stop Operator (OSO)

The One-Stop Operator in LWDA 2 is a consortia of Rural Minnesota CEP, Inc, (RMCEP), Wagner-Peyser Job Service, and Vocational Rehabilitation Services.

In this region, the OSO must:

- Maintain appropriate and updated publicly posted ADA posters and building access requirements.
- Maintain cleanliness and professionalism of resource areas.
- Address building/facility needs.
- Coordinate and promote programs services, internally and externally.
- Convene and participate in partner meetings.
- Create and maintain a welcoming CareerForce Center environment.
- Be inclusive of all CareerForce Centers in LWDA 2.

Chief Elected Official (CEO)

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

- ★ In partnership with the LDWB, 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,
 - LWDA Budget
 - Memorandum of Understanding
 - Infrastructure Funding Agreement
- ★ 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 Board

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

- ★ In partnership with the CEO and Partners develop and submit a Local Plan that includes a description of 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 CEO, conduct ongoing oversight of the workforce development activities to assure appropriate management and use of funds and to maximize performance outcomes.

CareerForce Partners

In addition to the minimum responsibilities required under WIOA, Partner responsibilities include:

- ★ Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to Jobs for Veterans Act as prescribed in 38 USC 4215

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- ★ Compliance with WIOA and all federal, state, and local laws, rules, and policies applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's program that impact the partner's performance under this MOU
 - ★ Each partner must ensure compliance with One-Stop Center policies and procedures published on the DEED policy website
 - ★ Provide access to their programs or activities through the CareerForce system
 - ★ Use a portion of their program's funds to
 - Provide Career Services
 - Maintain the one-stop system and jointly fund it
 - ★ Sign the Memorandum of Understanding with the LWDB
 - ★ Participate in the operation of the one-stop system
 - ★ Provide representation on the LWDB as required

Required Partner Services

The parties to this MOU will collaborate to ensure all required and needed services are available to individuals and businesses and will work to ensure each CareerForce location offers integrated services and have staff who work to ensure quality service delivery. See Attachment A, which is attached hereto and incorporated herein.

Methods for providing access to each of the required services:

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

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 CareerForce center per local workforce development area. Each Partner's method of providing Basic Career Services in the CareerForce system is identified in Attachment A.

Individualized Career Services

Individualized career services must be provided after CareerForce Center staff determine that such services are required to retain or obtain employment, consistent with any applicable statutory priorities. Individualized Career Services in the CareerForce system are identified in Attachment A.

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. Follow-up Services are identified in Attachment A.

Training Services

Training Services can be critical to the employment success of many adults and dislocated workers.

CareerForce 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. Training Services are identified in Attachment A.

Youth Services

Services for youth, ages 16-24, can be critical to credential attainment and obtaining meaningful work experience. Youth services are identified in Attachment A.

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 CareerForce System, should be collaborative across Partners and are identified in Attachment A.

Required Services Not Provided

Department of Housing and Urban Development Employment and Training (HUD E&T)
SCA-REO

One-Stop Operating Budget

The one-stop operating budget is set and agreed to by all Parties. The Infrastructure Funding Agreements (IFAs) will be reconciled on a quarterly basis. If it becomes necessary to adopt a new IFA in any of the CareerForce Centers, the MOU will be amended automatically to include the updated IFA once it has been fully executed.

The Parties also agree to fund the additional shared costs, including Career Services costs.

The one-stop operating budget is funded through cash and fairly evaluated non-cash and third-party in-kind partner contributions. Contributions to shared delivery costs have been negotiated between one-stop partners, Workforce Development Board Area 2 and the LEO for area 2. The shared delivery costs have been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR 200, State of Minnesota audit requirements under Minn. Stat. §16C.05 Subd. 5, and the infrastructure costs are allowable, reasonable, necessary, and allocable.

The participating parties are contributing to the shared delivery costs in accordance with their proportionate uses and relative benefits received. The Parties have negotiated in good faith and agree to regularly communicate regarding the CareerForce system budget.

The one-stop operating budget for Local Workforce Development Area 2, including any agreements regarding additional shared costs, is detailed in Attachment B, which is attached hereto and incorporated herein.

Accessibility

Accessibility to the services provided by CareerForce Centers and all Partner agencies is essential to meeting the requirements and goals of the CareerForce 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 based on any other classification protected under state or Federal law.

On an annual basis, the Human Resource Director of RMCEP will work in tandem with DEED's Office of Equal Opportunity to conduct an on-site examination of each center to determine compliance with the below accessibility. When necessary and appropriate, corrections will be made considering budget allowability.

- 1. Physical Accessibility** – CareerForce centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in convenient, high traffic, and accessible 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 LWDB will work with State Workforce Development Board (SWDB) to ensure that job seekers and businesses have access to the same information online as they do in the physical facility. Information must be clearly marked and compliant with Section 508 of the United States 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 “and all information kept virtually will be updated regularly to ensure dissemination of correct information.
- 3. Communication Accessibility** – Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including by 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 based on 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 CareerForce 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 communication applications must be available to ensure physical and programmatic accessibility within the CareerForce Center network.

Outreach

The Parties recognize the value in joint outreach of the CareerForce 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 E, which is attached hereto and incorporated herein.

The LWDB and its Partners will develop and implement a strategic outreach plan that will include, at 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 all applicable state and federal laws, as well as 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 Family Educational Rights and Privacy Act (FERPA), shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in the Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR 603.
4. All personal information contained in Vocational Rehabilitation (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 CareerForce 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 F, which is attached hereto and incorporated herein.

Monitoring

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

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

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

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. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the applicable 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 the requirements set forth in 20 U.S.C. §A1232g 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 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 Minnesota Human Rights Act.

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 its own acts and behavior and the results thereof. 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 {enter local workforce development board} and the One-Stop Operator have no responsibility and/or liability for any actions of the CareerForce center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the {enter local workforce development board} or the One-Stop Operator. DEED's liability is governed by Minn. Stat. § 3.736.

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 applicable 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 (DOL), it complies with DOL’s Training and Employment Guidance Letter (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 Minnesota. 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.

1. The party seeking an amendment to submit a written request to the LWDB that includes:
 - a. The requesting party’s name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party’s authorized representative.
2. The LWDB reviews and approves the request and then notifies the remaining parties of the intent to amend and will provide each remaining party fifteen (15) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to

respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.

3. If a party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.
4. LWDB must review the listed questions/concerns and will issue a response within thirty (30) days of receipt of the list. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.

LWDB will distribute copies of the fully executed amendment to all parties and to DEED upon execution.

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 or 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 no longer be available for the continuation of activities under this MOU.
- ★ WIOA is repealed or superseded by subsequent Federal Law
- ★ The Local Workforce Development Area designation is changed under WIOA or by legislative action as it pertains to concentrated employment programs.

Effective Period


This MOU is entered into on July 1, 2024. The MOU will become effective as of the date of signing by the final signatory below. The Parties agree to review the MOU at least once every 3 years. The MOU will remain in effect until June 30, 2027.

Signatures

By signing below, all parties mutually agree to the terms prescribed herein.


**Chief Elected Official, LWDA #2
Board of Directors, RMCEP**

Lori Schwartz, Chair

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 7/3/2024
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Signature Date

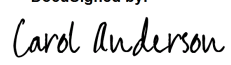
DEED, State Services for the Blind

Natasha Jerde, Director, SSB

DocuSigned by:
 7/3/2024
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Signature Date


Workforce Development Board, LWDA #2

Carol Anderson, Chair

DocuSigned by:
 7/3/2024
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Signature Date


DEED TAA

Nancy Omandi, Director Adult Programs

DocuSigned by:
 7/3/2024
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Signature Date

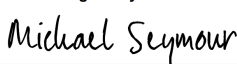
Rural Minnesota CEP, Inc.

Tina Jaster, Executive Director

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 7/3/2024
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Signature Date

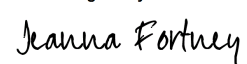
Alexandria Technical & Community College

Michael Seymour, President

DocuSigned by:
 7/8/2024
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Signature Date

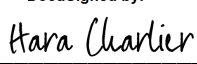
DEED CareerForce

Jeanna Fortney, Director

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 7/3/2024
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Signature Date

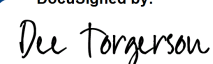
Central Lakes College

Dr. Hara Charlier, President

DocuSigned by:
 7/15/2024
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Signature Date

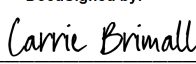
DEED Vocational Rehabilitation

Dee Torgerson, Director

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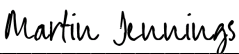
Minnesota State Community & Technical College

Dr. Carrie Brimhall, President

DocuSigned by:
 7/25/2024
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Signature Date

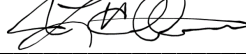
Northwest Indian Community Development Ctr

Martin Jennings, Executive Director

DocuSigned by:
 7/3/2024
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Signature Date

Northwest Technical College

Dr. John Hoffman, President

DocuSigned by:
 7/3/2024
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Signature Date

BI-CAP YouthBuild

Barb Moran, Executive Director

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Barb Moran 7/3/2024
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Signature Date

Fergus Falls ABE

Tammy Schatz, Coordinator

DocuSigned by:
Tammy Schatz 7/3/2024
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Signature Date

Workforce Impact

Curtis Anderson, Director

DocuSigned by:
Curtis Anderson 7/3/2024
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Signature Date

Central Minnesota-North

Bryan Tollefson, Program Coordinator

DocuSigned by:
Bryan Tollefson 7/3/2024
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Signature Date

Adult Basic Education Consortia

Alexandria Area ABE

Julie Fietek, Coordinator

DocuSigned by:
Julie Fietek 7/8/2024
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Signature Date

Moorhead ABE

Tammy Schatz, Coordinator

DocuSigned by:
Tammy Schatz 7/3/2024
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Signature Date

Brainerd ABE

Jessica Cass, Coordinator

DocuSigned by:
Jessica Cass 7/5/2024
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Signature Date

Northwest Service Cooperative ABE

Kirsten Fuglseth, Coordinator

DocuSigned by:
Kirsten Fuglseth 7/3/2024
D5371C55B7E8443...
Signature Date

Cass Lake-Bena-Walker ABE

(Leech Lake Band of Ojibwe)

Laura Malott, Coordinator

DocuSigned by:
Laura Malott 7/5/2024
C0B37F59517D43E...
Signature Date

Red Lake Bank of Chippewa Indians ABE

Christine Begay, Coordinator

DocuSigned by:
Christine Begay 7/3/2024
26C9B7A613EB417...
Signature Date

Lakes Area Adult Education

Amy Fish, Coordinator

DocuSigned by:
Amy Fish 7/17/2024
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Signature Date

White Earth ABE

Melissa Widner, Coordinator

DocuSigned by:
Melissa Widner 7/17/2024
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Signature Date

DEED-Unemployment Insurance

Jim Hegman, Director

DocuSigned by:
Jim Hegman 7/4/2024
17F00545A...
Signature Date

DEED-Jobs for Veterans State Grant

Jeanna Fortney, CareerForce Director

DocuSigned by:
Jeanna Fortney 7/3/2024
2235B55FC7404DB...
Signature Date

MOU Attachments

- ★ Attachment A Career Services (including Basic, Individualized, and Follow-up Services)
- ★ Attachment B One-Stop Operating Budget
- ★ Attachment C Referral Process
- ★ Attachment D Accessibility Plan
- ★ Attachment E Outreach Plan
- ★ Attachment F Data Sharing Plan

Attachment A: Partner Services List

Career Services

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 UI 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

- M. Comprehensive and specialized assessments of skill levels and service needs
- N. 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.
- O. Group counseling
- P. Individual counseling and career planning
- Q. Literacy training
- R. Workforce preparation activities
- S. Case management for customers seeking training services, individual in and out of area job search, referral and placement
- T. Work-based learning experiences, including internships and transitional jobs
- U. Instructions in self advocacy (VR)
- V. English language acquisition

Follow Up Services

- W. 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, which are 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 CareerForce centers for recruiting and interviewing job applicants

Attachment B: One-Stop Operating Budget

Infrastructure Funding Agreement

The Infrastructure Funding Agreements (IFA) has been signed by all Parties and is included in separate documents. The budget for each local area will be included in the IFA.

IFA's are included for WDA2 identified below:

- Brainerd- Comprehensive
- Alexandria
- Bemidji
- Bemidji - Downtown
- Detroit Lakes
- Fergus Falls
- Little Falls
- Wadena
- Bemidji Workforce Impact

SEE ATTACHED IFAs.

Attachment C: Referral Process

Local workforce development area
CareerForce Partners' Referral Process
<p>Step I:</p> <ol style="list-style-type: none"> 1. Customer visits CareerForce location, participates in a RESEA session through Unemployment Insurance, schedules a job search appointment through the CareerForce website, or makes initial contact through a partner agency. 2. During this initial interaction, staff gather basic information to assess customer needs and interests. Staff may also assist customer in creating a Minnesota Works account. 3. Customer also receives orientation to basic, individualized, and program-specific services available. If referral is needed or customer expresses interest, a referral is made. 4. Wherever possible staff make a warm handoff referral. This may include copying the client in the referral email, making connection in person with on-site staff, or email to staff receiving referral with contact info and details about the purpose of the referral.
<p>Step II:</p> <ol style="list-style-type: none"> 1. Program staff receive referral and follow up within 48 hours to determine if customer is eligible for services. 2. Staff member receiving referral also assesses whether customer is eligible for other programming within the agency, or with a partner agency. 3. Client is enrolled if eligible for a specific program. Co-enrollment between programs, where allowed, is supported, and encouraged. 4. If customer is not eligible or interested, staff provide universal services as well as referral to other resources in the community.
<p>Step III:</p> <ol style="list-style-type: none"> 1. Services are delivered and documented in Workforce One if customer is enrolled in a program. 2. If Job Service delivers services to Universal Customers, this is tracked in Minnesota Works. 3. Enrolling agency conducts all case management and required follow-ups.
<p>Method for Documenting Referrals:</p> <p>Each partner agency is responsible for documenting referrals made and received, and tracking outcomes using shared online tools and forms such as Minnesota Works, the paper Veterans Questionnaire, and shared spreadsheets. All public-facing referral forms, including paper and web-based inquiry forms, are reviewed, and formatted to ensure accessibility.</p>

Attachment D: Accessibility Plan

Local workforce development area

CareerForce Partners' Accessibility Plan

Accessibility to the services provided by LWDA 2 CareerForce Centers and all Partner agencies is essential to meeting the requirements and goals of the CareerForce 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 based on any other classification protected under state or Federal law.

How will partners ensure physical accessibility of the system?

- CareerForce Centers within LWDA 2 will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in convenient, high traffic, and accessible locations, considering 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.
- An ADA and EEO Review of each CareerForce Center location is conducted each year and submitted using the template provided by DEED.
- Highly visible signs are displayed on the front and side of building.
- Appropriate signs/posters/notices are displayed in multiple languages inside each location.

How will partners ensure virtual accessibility of the system?

- The LWDB will work with DEED to ensure that job seekers and businesses have access to the same information online as they do in the physical facility. Information must be clearly marked and compliant with Section 508 of the United States 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 "and all information kept virtually will be updated regularly to ensure dissemination of correct information." Customers, businesses and other stakeholders can access information about services and events through the CareerForce website, the RMCEP website, and the RMCEP Facebook site. In addition, each location maintains a local Facebook site where the public can access information about services or events in or near their own communities. DEED Job Service staff send out Gov Delivery emails to jobseeker and employer customers who sign up to receive them. Through these emails, customers can request accommodations for events.

How will partners ensure communications accessibility?

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including by not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments and barriers. For customers who are hearing impaired, staff are comfortable using the customer's chosen method for communication. Video-based ASL interpreters are available if needed. In addition, all LWDA 2 partners can access the Language Line.

How will partners ensure programmatic accessibility?

All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on 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 CareerForce 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 assistive communication applications must be available to ensure physical and programmatic accessibility within the LWDA 2 network. All partners regularly participate in Diversity, Equity, and Inclusion trainings and RMCEP has been designated an Inclusive Workforce Employer through the local Regional Workforce Alliance I-WE program.

Attachment E: Outreach Plan

Local workforce development area
CareerForce Partners' Outreach Plan
<p>All required partners in LWDA 2 conduct outreach activities to provide intake, orientation, and other services available through the CareerForce System.</p> <p>The intent of conducting outreach is to ensure we are increasing awareness and accessibility of all programs and services available from the CareerForce System. Outreach allows us to meet our customers where they are in our communities, as well as utilizing a CareerForce location or a CareerForce Corners which are located in some community libraries.</p> <p>Outreach activities provide greater awareness and/or delivery of CareerForce programs and services in LWDA 2. Partners reach out to community-based organizations, educational institutions, CareerForce System partners, social services entities, or any other place where job seekers might go to serve job seeking customers or employers looking to hire.</p>

Attachment F: Data Sharing Training Plan

Local workforce development area

CareerForce Partners' Data Sharing Training Plan

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 all applicable state and federal laws, as well as the following:

1. Customer PII will be properly secured in accordance with the LWDB's policy and procedure regarding the safeguarding of PII.
1. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under Family Educational Rights and Privacy Act (FERPA), shall comply with FERPA and applicable State privacy laws.
2. All confidential data contained in the Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR 603.
3. All personal information contained in Vocational Rehabilitation (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
4. Customer data may be shared with other programs, for those programs' purposes, within the CareerForce Center network only after written consent of the individual has been obtained, where required.
5. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
6. 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.

Attachment J: Negotiations/Meeting Summary

Local workforce development area 2

Date of Meeting: December 29, 2022

Attendees:

Carol Anderson	Workforce Development Board Chair
Joan Berning	Job Service Regional Manager
Michelle Basham	VRS Deputy Director
Jeri Lynn Werner	VRS Northern Area Regional Director
Vicki Leaderbrand	RMCEP Executive Director
Tina Jaster	RMCEP Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Paul Stilke	RMCEP Accounting Specialist
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
Begin discussions amongst the core One-Stop-Operator (OSO) partners on the Memorandum of Understanding (MOU)/ Infrastructure Funding Agreement (IFA) negotiations process	An outline containing discussion topics was reviewed.	RMCEP was directed by DEED staff to re-schedule the meeting and invite all DEED partners that are a party to the MOU to attend, including Wagner Peyser, Vocational Rehabilitation Services, State Services for the Blind, Trade Adjustment Assistance, Unemployment Insurance, and Veteran's Services.

Local workforce development area 2

Date of Meeting: January 30, 2023

Attendees:

Carol Anderson	Workforce Development Board Chair
Ed Bolas	Workforce Development Board Member
Joan Berning	Job Service Field Operations Regional Manager
Michelle Basham	Vocational Rehabilitation Services (VRS) Director
Jeri Lynn Werner	Vocational Rehabilitation Services (VRS) Northern Area Regional Dir
Natasha Jerde	State Services for the Blind Director
Jon Benson	State Services for the Blind Manager
Ray Douha	Veterans Employment Services Director
Barry Platt	Veterans Employment Services Field Operations Manager
Vicki Leaderbrand	RMCEP Executive Director
Tina Jaster	RMCEP Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Paul Stilke	RMCEP Accounting Specialist
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
Begin discussions amongst the core One-Stop-Operator (OSO) partners on the Memorandum of Understanding (MOU)/Infrastructure Funding Agreement (IFA) negotiations process.	Sharing basic information	
Service Matrix	Review of Service Matrix	The matrix will be sent to the identified contacts for completion and then sent back to Vicki Leaderbrand.
Shared Partner Standards	Review Partner Shared Standards	The principles will be edited to mirror the six main purposes of WIOA.
MOU Language	Review MOU language	After discussion, all present agreed that the basic MOU verbiage is acceptable.

Local workforce development area 2

Date of Meeting: February 24, 2023

Attendees:

Carol Anderson	Workforce Development Board Chair
Ed Bolas	Workforce Development Board Member
Joan Berning	Job Service Field Operations Regional Manager
Michelle Basham	Vocational Rehabilitation Services (VRS) Director
Jeri Lynn Werner	Vocational Rehabilitation Services (VRS) Northern Area Regional Director
Jon Benson	State Services for the Blind Manager
Ray Douha	Veterans Employment Services Director
Barry Platt	Veterans Employment Services Field Operations Manager
Vicki Leaderbrand	RMCEP Executive Director
Tina Jaster	RMCEP Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Paul Stilke	RMCEP Accounting Specialist
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
MOU Language	Review of edits to the MOU language identified at the January 30, 2023, meeting	The entire group agreed to all MOU language edits reviewed to this point.
Assigned Space	Review of centers where DEED staff will have assigned space.	Input from attendees.
Equal access to services for Minnesotans	How DEED staff will provide equal access to services for Minnesotans when not physically present.	Input from attendees.

MOU Attachments	Review of MOU attachments.	Input from attendees.
Relative Benefit	Definition of Relative Benefit.	Input from attendees.

Local workforce development area 2

Date of Meeting: March 24, 2023

Attendees:

Carol Anderson	Workforce Development Board Chair
Joan Berning	Job Service Field Operations Regional Manager
Arthur Larsen	Job Service Program Coordinator
Michelle Basham	Vocational Rehabilitation Services (VRS) Director
Jeri Lynn Werner	Vocational Rehabilitation Services (VRS) Northern Area Regional Director
Jon Benson	State Services for the Blind Manager
Ray Douha	Veterans Employment Services Director
Vicki Leaderbrand	RMCEP Executive Director
Tina Jaster	RMCEP Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Paul Stilke	RMCEP Accounting Specialist
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
MOU Language	The MOU language and auxiliary plans were complete.	Any needed edits were asked to be sent to Ms. Leaderbrand by 03/31.
Concepts and Cost Sharing	MAWB has requested a meeting with DEED leadership and reps from outstate and metro areas to discuss the definition of Relative Benefit.	The decision was made to end discussions until the meeting between MAWB, DEED and outstate and metro reps takes place.

Local workforce development area 2

Date of Meeting: August 8, 2023

Attendees:

Ed Bolas	Workforce Development Board Member
Julie Sachs	Job Service Field Operations Area Manager
Michelle Basham	Vocational Rehabilitation Services (VRS) Director
Jon Benson	State Services for the Blind Manager
Ray Douha	Veterans Employment Services Director
Barry Platt	Veterans Employment Services Field Operations Manager
Tina Jaster	RMCEP Executive Director
Arlyce Cucich	Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Paul Stilke	RMCEP Accounting Specialist
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
DEED Suggested Allocation Method	The group was asked to review the DEED Suggested Allocation Method handout.	Input from attendees.
RMCEP Site Reviews – Partner Uses	Only the Comprehensive Center’s square footages, shared space and number of housed staff for each partner was discussed.	Input from attendees.
Determining a method for Cost Allocation	Partners were asked for input on reception costs and what supporting documentation would be acceptable for RMCEP to provide.	Input from attendees. Acceptable forms of documentation provided included WF1 and Cybrarian data.

Local workforce development area 2

Date of Meeting: September 22, 2023

Attendees:

Carol Anderson	Workforce Development Board Chair
Ed Bolas	Workforce Development Board Member
Jeri Lynn Werner	Vocational Rehabilitation (VRS) Northern Area Regional Director
Michelle Basham	Vocational Rehabilitation Services (VRS) Deputy Director
Reggie Worlds	Job Service Field Operations Regional Manager
Jon Benson	State Services for the Blind Manager
Juanita Borton	CareerForce Systems Operations Coordinator
Amy Carlson	Trade Adjustment Assistance (TAA) Coordinator
Tina Jaster	RMCEP Executive Director
Arlyce Cucich	RMCEP Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
Infrastructure Cost Allocations	Juanita Borton provided a PowerPoint presentation outlining a method of assigning infrastructure costs to include non-co-located partners.	VRS would support the square footage approach for infrastructure costs.
Comprehensive Center – Brainerd Location	Partners on location and square footages of assigned space. Non-Infrastructure expenses.	The group reviewed a spreadsheet created by Brainerd CareerForce staff outlining all current partners and assigned space. Discussion and input from attendees.
Affiliate Sites and RMCEP Office Leases	An RMCEP office leases summary was reviewed. Several leases are at, or near, their term dates. The agency	Input from attendees.

	requested information as to which partners will remain on-site and/or contribute to expenses.	
TAA Internet Proposal	TAA offered to cover 100% of internet costs in the CareerForce offices where TAA staff and/or Dislocated Worker Counselors are located.	Ms. Jaster to provide RMCEP internet costs to Amy Carlson.

Local workforce development area 2

Date of Meeting: November 7, 2023

Attendees:

Carol Anderson	Workforce Development Board Chair
Jeri Lynn Werner	Vocational Rehabilitation (VRS) Northern Area Regional Director
Michelle Basham	Vocational Rehabilitation Services (VRS) Deputy Director
Reggie Worlds	Job Service Field Operations Regional Manager
Juanita Borton	CareerForce Systems Operations Coordinator
Amy Carlson	Trade Adjustment Assistance (TAA) Coordinator
Tina Jaster	RMCEP Executive Director
Arlyce Cucich	RMCEP Director of Operations
Bill MacFarlane	RMCEP Accounting Manager
Paul Stilke	RMCEP Accounting Specialist
Dave Schumacher	RMCEP IT Manager
Heather Bergseid	RMCEP Office Manager

Topic	Discussion	Decision Made/Action Taken
Comprehensive Center Blueprint	The group reviewed the blueprint of the Comprehensive Center (Brainerd location).	Input from attendees.
Review of Infrastructure Cost Allocation for the Comprehensive Center – Brainerd Location	RMCEP provided and reviewed a spreadsheet containing calculations figured with the actual designated square footage for each partner.	All partners agreed with the methodology used in the calculations.
Affiliate Sites and RMCEP Office Leases	The RMCEP building leases summary was reviewed. Several of the leases are at, or near, their term dates. The agency will need to know which partners will remain on-site and/or contribute to expenses.	Input from attendees.

Local workforce development area 2

Date of Meeting: December 1, 2023

Attendees:

Carol Anderson	Workforce Development Board Chair	
Jeri Lynn Werner	Vocational Rehabilitation Services (VRS) Northern Area Regional Director	
Ray Douha	Veterans Employment Program Director (VETS)	
Reggie Worlds	Job Service Field Operations Regional Manager	
Jon Benson	State Services for the Blind (SSB)	
Juanita Borton	CareerForce Systems Operations Coordinator	
Amy Carlson	Trade Adjustment Assistance (TAA) Coordinator	
Chris McVey	Disability Employment Services Deputy Director (VRS)	
Andrea Chirhart	Vocational Rehabilitation Counselor (VRS)	
Jessica Cass	Adult Basic Education (ABE)	
Tina Jaster	RMCEP Executive Director	
Bill MacFarlane	RMCEP Accounting Manager	
Dave Schumacher	RMCEP IT Manager	
Paul Stilke	RMCEP Accounting Specialist	
Heather Bergseid	RMCEP Office Manager	
Topic	Discussion	Decision Made/Action Taken
Comprehensive Center Blueprint	The group reviewed the blueprint of the Comprehensive Center (Brainerd location)	Input from attendees.
Review of Infrastructure Cost Allocation for the Comprehensive Center – Brainerd Location	RMCEP provided an overview of spreadsheets containing the calculations in the IFA allotment proposal. Partners included are RMCEP, VRS, Job Service, UI, VETS, SSB, TAA, ABE and Carl Perkins.	<p>Discussion and input from attendees.</p> <p>RMCEP to provide partners itemized information on shared items.</p> <p>Ms. Jaster to meet with ABE and Carl Perkins groups to discuss contributions.</p>