

Memorandum of Understanding for One-Stop Partners in Local Workforce Development Area 15 – Ramsey County One-Stop Service Delivery System

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the services through the One-Stop Service Delivery System in Local Workforce Development Area 15 – Ramsey County as required under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

Parties to this Agreement include:

Workforce Innovation Board (WIB) WDA #15, Chair, Butch Howard
Ramsey County Commissioner, Toni Carter

Required Partners* indicates core partners required to be co-located in comprehensive WorkForce Centers

Partner Name	Program	Program Authority
Patricia Brady, Ramsey County Workforce Solutions (WFS)	Employment Services	WIOA Title I – Adult and Dislocated Worker programs*
Patricia Brady, WFS	WIOA Youth Program	WIOA Title 1 – Youth programs*
Terri Cox, Minneapolis American Indian Center	Native American Programs	WIOA Title I – Native American Programs
Scott Hall St. Paul Public Schools Scott Helland, ISD #622 Community Ed Aaron Gutzke, ThinkSelf	Adult Basic Education	WIOA Title II – Adult Education & Literacy
May Thao Schuck Dept. of Employment and Economic Development (DEED)	Job Service	WIOA Title III - Wagner-Peyser & Migrant Seasonal Farmworker Programs*
Kim Peck, DEED	Vocational Rehabilitation Services	WIOA Title IV- Rehabilitation Act, Title I, Vocational Rehabilitation Services*
Patricia Brady, WFS	Employment Services	MN Statute 116L.17 – State Dislocated Worker Program*
Patricia Brady, WFS	Minnesota Youth Program	MN Statute 116L.56 – Minnesota Youth Program*
Jim Finley, DEED	Veterans Services	Chapter 41 Title 38, USC - Jobs for Veterans
May Thao Schuck, DEED	Job Service	Unemployment Insurance programs authorized under state law
Yekaterina Probert Fagundes, WFS	Temporary Assistance for Needy Families/Minnesota Family Investment Program	Social Security Act – part A of Title IV programs (TANF)
Teri Stepaniak/Jenni Smith Experience Works	Senior Community Service Employment Program	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP)
Patricia Brady, WFS	Employment Services	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)
Rassoul Dastmozd, President, Saint Paul College Angelia Millender, President, Century College Virginia Arthur, President, Metropolitan State University	Post-Secondary Career and Technical Education	Carl D. Perkins Career and Technical Education
Clarence Hightower Community Action Partnership of Ramsey and Washington Counties	Community Services Block Grant Employment & Training Programs	Community Services Block Grant Act (42 U.S.C 9901)

Partner Name	Program	Program Authority
Al Hester/Jon Gutzmann Saint Paul Public Housing Authority	Department of Housing and Urban Development (HUD) – Employment and Training Programs	Department of Housing and Urban Development (HUD) – Employment and Training Programs
Carol Pankow Dept. of Employment and Economic Development	State Services for the Blind	State Services for the Blind
Katie Kapaun Hubert Humphrey Job Corps	Job Corps	Job Corps
Allen Selinski, Guadeloupe Alternative Program (GAP) Michael Wirth-Davis, Goodwill-Easter Seals Minnesota	YouthBuild	YouthBuild
Network for the Development of Children of African Descent	Literacy & Cultural Programming	N/A

Article I: One-Stop Delivery System

- A. **Description:** WDA 15's One-Stop system consists of one Comprehensive WorkForce Center, one Affiliate WorkForce Center and one Specialized Service site. In addition services are available in multiple community sites.

COMPREHENSIVE WorkForce Center Name	Address
Minnesota Workforce Center	540 Fairview Ave, St. Paul, MN 55104
AFFILIATE WorkForce Center Name	Address
Ramsey County Workforce Service Center	2266 2 nd Street N., North St. Paul, MN 55109
SPECIALIZED Service Site	Address
Ramsey County Government Center – East Building	160 Kellogg Blvd, Saint Paul, MN 55101

B. Administrative Structure

1. State Workforce Agency: Minnesota Department of Employment & Economic Development, 332 Minnesota Street, Suite E200, St. Paul, MN 55101.
2. Administrative Entity: Ramsey County Workforce Solutions, 2266 2nd Street N., North St. Paul, MN 55109
3. Fiscal Agent: Minnesota Department of Employment & Economic Development, 332 Minnesota Street, Suite E200, St. Paul, MN 55101.
4. Chief Elected Official: Toni Carter, County Commissioner; Ramsey County Courthouse, St. Paul, MN 55101
5. One-Stop Operator: One Stop Operator Consortium, Patricia Brady, Workforce Solutions, 2266 2nd Street N., North St. Paul, MN 55109

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2017, until June 30, 2019 unless an extension is granted per Section B of this Article. This MOU shall become effective on the date it is fully executed by all partners named herein and shall remain in effect until terminated by written agreement of all-then-current partners.

- B. A renewal of this MOU will be executed in order to remain compliant with WIOA Section 121(c). In the event that the renewal MOU is not fully executed and effective on the date this MOU expires, the parties may submit a request to DEED for an extension to this MOU until such time that a renewal MOU is fully executed. Such decision will be at DEED's discretion, will be communicated to all parties in writing, and will require a formal amendment to this MOU.

Article III: Partner Responsibilities

- A. All parties to this MOU will assume the responsibilities identified below, unless otherwise specified in this Article.
 - 1. Make the career services provided under the Partner's program available to individuals through the Area's One-Stop delivery system in accordance with Article IV of this MOU.
 - 2. Participate in cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to provide the services required under WIOA Section 121(e).
 - 3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate in a One-Stop Center.
 - 4. Participate in the operation of the One-Stop Centers in accordance with the terms of this MOU.
 - 5. Membership can be amended if necessary by law, rule, or regulation. Additional partners can be added to this MOU by consensus of the partners present at a meeting to which all partners have been notified and invited to attend. If consensus is not reached at the full meeting, the issue will be referred to the WIB for resolution.

- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, Partner responsibilities include:
 - 1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
 - 2. 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 respective program. Each partner expressly agrees to notify the WIB of any changes to the rules governing its respective program that impact the partner's performance under this MOU.
 - 3. Each partner must ensure compliance with One-Stop Center policies and procedures published on the DEED policy website.

Article IV: Programs, Services, & Activities

Partner Services: Identifies the services each required partner will provide and the method(s) of service delivery each partner will use.

Partner Name: Ramsey County Workforce Solutions
Program Name: Adult and Dislocated Worker (WIOA Title I)
Services Provided: Career, training, support services and referrals
Delivery Method: In person services available in Ramsey County Comprehensive WFC & Affiliate sites

Partner Name: Ramsey County Workforce Solutions
Program Name: Youth (WIOA Title I)
Services Provided: Career/direct services to youth, work readiness and work experiences, support services and referrals to for In School and/or Out of School Youth
Delivery Method: In person services available in Ramsey County Comprehensive WFC & Affiliate sites

Partner Name: Minneapolis American Indian Center
Program Name: Native American Programs (WIOA Title I)
Services Provided: Referrals
Delivery Method: Referral Process

Partner Name: SPCLC/St. Paul Public Schools, East Metro/North St. Paul, & South St. Paul (subcontractor)
Program Name: Adult Education and Literacy (WIOA Title II)
Services Provided: SPCLC and Metro East provide English Language Learning, adult basic education, GED and Adult Diploma, career pathways work, conditional work referral, IEL Civics, and other collaborative programming in the area of Adult Basic Education.
Delivery Method: In person services at Affiliate or partner sites in Ramsey County

Partner Name: Dept. of Employment and Economic Development, Job Service
Program Name: Wagner-Peyser & Migrant Seasonal Farmworker Programs (WIOA Title III)
Services Provided: Job search, referrals, career exploration and technology access
Delivery Method: In person services available in Ramsey County Comprehensive WFC, Affiliate, Specialized sites

Partner Name: Dept. of Employment and Economic Development, Vocational Rehabilitation Services
Program Name: Vocational Rehabilitation Services (WIOA Title IV)
Services Provided: Referrals and integrated services
Delivery Method: In person at Comprehensive WFC and partner sites in Ramsey County

Partner Name: Ramsey County Workforce Solutions
Program Name: Dislocated Worker Program
Services Provided: Career, training, support services and referrals
Delivery Method: In person services available in Comprehensive WFC & Affiliate sites

Partner Name: Ramsey County Workforce Solutions
Program Name: Minnesota Youth Program
Services Provided: Career services, support and referral services and work experiences
Delivery Method: In person services available in Comprehensive WFC, Affiliate, Specialized sites

Partner Name: Dept. of Employment and Economic Development, Veterans Services

Program Name: Veterans Services
Services Provided: Employment, reemployment and educational assistance
Delivery Method: In person services available in Comprehensive WFC & Affiliate Sites.

Partner Name: **Dept. of Employment and Economic Development, Job Service**
Program Name: Unemployment Insurance programs
Services Provided: Onsite orientations for eligible persons at Comprehensive and Affiliate Sites.
Delivery Method: In person services available in Comprehensive WFC & Affiliate sites

Partner Name: **Ramsey County Workforce Solutions**
Program Name: Temporary Assistance to Needy Families Program (Social Security Act Title IV)
Services Provided: Public Assistance Employment Programming
Delivery Method: In person services available in Comprehensive WFC, Affiliate and Specialized Service sites

Partner Name: **Experience Works**
Program Name: Senior Community Service Employment Program (Older Americans Act Title V)
Services Provided: Senior Employment Services
Delivery Method: Referrals

Partner Name: **Ramsey County Workforce Solutions**
Program Name: Trade Adjustment Assistance (Trade Act Title II)
Services Provided: Employment services based on eligibility for TAA.
Delivery Method: Referrals

Partner Name: **Saint Paul College, Century College and Metropolitan State University**
Program Name: Carl D. Perkins Career and Technical Education
Services Provided: Education, college preparedness, assessments, and referrals
Delivery Method: Referrals

Partner Name: **Community Action Partnership of Ramsey & Washington Counties**
Program Name: Community Services Block Grant Employment & Training Programs
Services Provided: Matched savings, employment search and support, financial education, and auto ownership programs
Delivery Method: In-person services available and referrals to partner organizations

Partner Name: **Saint Paul Public Housing Authority**
Program Name: HUD Employment & Training Programs
Services Provided: Housing assistance
Delivery Method: Referrals

Partner Name: **Dept. of Employment and Economic Development, State Services for the Blind**
Program Name: State Services for the Blind
Services Provided:
Delivery Method: Referrals

Partner Name: **Hubert Humphrey Job Corps Center**
Program Name: Job Corps (WIOA Title I)
Services Provided: Education and employment services
Delivery Method: Referrals

Partner Name: **Guadalupe Alternative Program**

Program Name: YouthBuild
Services Provided: Educational programming, work readiness, leadership and referrals
Delivery Method:

Partner Name: **Goodwill-Easter Seals Minnesota**
Program Name: YouthBuild
Services Provided: Educational programming, work readiness, leadership and referrals
Delivery Method:

Partner Name: **Network for the Development of Children of African Descent**
Program Name: Family and Youth Services
Services Provided: Literacy and Cultural Programming
Delivery Method: Cohort 2 Gen learning models, individual and group services, referrals

Article V: Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop Operator(s) and the Partners' for the services and activities described in Article IV will be performed using the following principles:

1. Staff of the Partner agencies will have information on the services offered by the other Partners.
2. Customers accessing services through a WorkForce Center will receive assistance in determining which of the Partner agencies may have services the customer wants.
3. When one of the Partner agencies learns that a customer could benefit from the services of another Partner agency, that agency will facilitate a referral to the other agency.

Referral to most programs covered under WIOA is simply a matter of the case manager deciding which program (or group of programs) among the options available will best meet the customer's needs. If other partners' programs seem appropriate, the Case Manager will initiate referral procedures according to procedures set by the receiving partner or provide information to the participant. Case notes/notation will be used to indicate referrals and co-enrollments.

Competitive Grant funding may require additional referral considerations which will be established in separate agreements if deemed necessary.

Article VI: Funding/Resource Sharing

A. Funding for One-Stop Center Infrastructure Costs and One-Stop Delivery System Shared Services and Operating

Costs:

1. The One-Stop Center(s) infrastructure costs and One-Stop Delivery System shared services and operating costs and each party's method of funding its fair share of those costs are identified in the Cost Allocation Plans, which are attached to this MOU and hereby incorporated. See Attachment A.

B. Changes to Cost Allocation Plans(CAP):

1. All parties expressly understand and agree that the initial costs listed in the cost allocation plans will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU.
2. Updates to the cost allocation plans will require an amendment to this MOU.
3. Any time a cost allocation plan is modified, the WIB must provide all parties with notice of the modification and a copy of the modified Agreement.

Article VII: Termination/Separation

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:
1. All parties mutually agree to terminate this MOU
 2. WIOA regulations are repealed
 3. Local area designations are changed
- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the WIB and partners. However, any single partner may request to terminate its participation as a party to this MOU. In such an event, the WIB will provide written notice within sixty (60) days of the request to all remaining partners. The WIB will amend this MOU per Article VIII if the termination request is granted. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the One-Stop system and will not be permitted to serve on the WIB as a One-Stop partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses funding or the authority to administer the federal or state program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121 must send written notice of the change in status to the WIB as soon as possible. The WIB will forward the notice to DEED. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the WIB, chief elected officials, and the remaining partners.

Article VIII: Amendment

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, plans, or policies; or for one or more of the following reasons:
1. The addition or removal of a partner from this MOU
 2. Removal or addition of program responsibilities for any partner that administers more than one federal program
 3. An extension of the effective ending date per Article II, Section B
 4. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center
 5. A change in the services, service delivery methods currently utilized, or referral methods
 6. A change in a cost sharing agreement

7. If funding cuts by one or more programs are so substantial that One-Stop operations cannot continue as specified herein and a new MOU must be negotiated
- B. All parties agree that amendments need only be signed by authorized representatives of the WIB, the Chief Elected Official, and the affected partner(s). All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the WIB 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. If the request is approved, the WIB will notify 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 the WIB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
 3. In the event that a remaining 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 the WIB within the specified timeframe.
 4. The WIB will review the listed questions/concerns and will issue a response within thirty (30) days of receipt of the list. If the WIB 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 WIB for the final signature.
 6. The WIB will distribute copies of the fully executed amendment to all parties and to DEED upon execution.
- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's One-Stop system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.

Article IX: Confidentiality

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personal identifying data will be limited to purposes that support the programs and activities described in this MOU as part of the One-Stop service delivery system.

- B. Each party will ensure that access to software systems and files under its control that contain personal identifying information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the One-Stop system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personal identifying information is accessible by unauthorized individuals.

Article X: Impasse—Dispute Resolution

In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the WIB will report the impasse to the Governor’s Workforce Development Board, which will intervene with the parties to resolve the disputed issue(s).

Article XI: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XII: General Provisions

The laws and regulations listed in this Article XII are generally applicable to most publically-funded programs administered by DEED. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- D. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Minnesota’s ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with Minnesota Ethics laws.

Article XIII: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Article XIV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

**MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area 15 – Ramsey County
ONE-STOP OPERATIONS**

Signature Page

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

Workforce Innovation Board - Chair

Butch Howard, Chair
Printed Name & Title

Signature Date

Ramsey County Commissioner

Toni Carter, Commissioner
Printed Name & Title

Signature Date

Workforce Solutions (Title I)

Patricia Brady, Director
Printed Name & Title

Signature Date

Veteran Services (DEED)

May Thao Schuck, Director
Printed Name & Title

Signature Date

Job Service (Title III)

May Thao Schuck, Director
Printed Name & Title

Signature Date

Temporary Assistance to Needy Families (TANF)

Printed Name & Title

Signature Date

Vocational Rehabilitation Services (Title IV)

Kim Peck, Director
Printed Name & Title

Signature _____ Date _____

Century College (Carl D. Perkins CTE)

Printed Name & Title

Signature _____ Date _____

Saint Paul College (Carl D. Perkins CTE)

Printed Name & Title

Signature _____ Date _____

Saint Paul Public Housing Authority

Printed Name & Title

Signature _____ Date _____

**ThinkSelf – Adult Education
(Title II)**

Printed Name & Title

Signature _____ Date _____

Senior Community Services (Title V)

Printed Name & Title

Signature _____ Date _____

Metropolitan State University (Higher Education)

Printed Name & Title

Signature _____ Date _____

Community Action Partnership of Ramsey & Washington County (Block Grant)

Clarence Hightower, Executive Director
Printed Name & Title

Signature _____ Date _____

**Saint Paul Public Schools – Adult Education
(Title II)**

Printed Name & Title

Signature _____ Date _____

State Services for the Blind

Printed Name & Title

Signature _____ Date _____

Hubert Humphrey Job Corps

Printed Name & Title

Signature Date

Guadalupe Alternative Program (GAP)

Printed Name & Title

Signature Date

Goodwill-Easter Seals Minnesota

Michael Wirth-Davis

Printed Name & Title

Signature Date

Minneapolis American Indian Center

Printed Name & Title

Signature Date

**Network for the Development of Children
of African Descent (NdCAD)**

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date