

**Memorandum of Understanding
Local Workforce Development Area
Anoka County WDA #12
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 operation of the One-Stop Service Delivery System in Anoka County Local Workforce Development Area 12 – Anoka County Workforce Development Board as required under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

Parties to this Agreement include:

Partners			
Partner Name	Program	Program Authority	On-Site
Anoka County Job Training Center	Adult and Dislocated Worker	WIOA Title I – Adult and Dislocated Worker Programs	Yes
	Trade Assistance Act	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	Yes
	Young Adult Program (Anoka County Empowers Youth)	WIOA Title 1B -Youth programs	Yes
	Dislocated Worker Program	MN Statute 116L.17 - State Dislocated Worker Program'	Yes
	Young Adult Program (Anoka County Empowers Youth)	MN Statute 116L.56 - Minnesota Youth Program	Yes
	Minnesota Family Investment Program	Social Security Act- part A of Title IV programs (TANF)	Yes
	Senior Community Service Employment Program (SCSEP)	Older Americans Act Title V	Yes
	SNAP Employment & Training	Food and Nutrition Act of 2008	Yes
Minneapolis American Indian Center	Employment and training services to American Indians, Alaskan Natives and Hawaiian Natives	WIOA Title I – Native Americans	Yes by appoint ment.
Anoka-Hennepin Community Education	Adult Basic Education	WIOA Title II – Adult Basic Education and Literacy	Yes
Department of	Wagner-Peyser Act	WIOA Title III – Wagner-Peyser &	Yes

Employment and Economic Development	(Job Service)	Migrant Seasonal Farmworker Programs	
	Rehabilitation Services and State Services for the Blind	WIOA Title IV – Rehabilitation Act, Title I, Vocational Rehabilitation Services	Yes
	Trade Adjustment Assistance (TAA)	Trade Act Title II, Chapter 2	Yes
	Veterans Services	Chapter 41 Title 38, USC – Jobs for Veterans	Yes
	Unemployment Insurance	Unemployment Insurance Programs, authorized under state law	Yes
Anoka County	Economic Assistance and One-Stop Operator	Social Security Act – part A of Title IV Programs (TANF)	Yes

Anoka Technical College – Secondary Technical Education Program (STEP)	Post-Secondary Vocational Education Programs	Carl D. Perkins Career and Technical Education	No
Anoka County Community Action Program (ACCAP)	Variety of services including assistance, children, housing and senior services.	Community Services Block Grant Employment and Training Programs	Yes
Anoka County Library	Connect community to ideas, information/resources and inspiration to enrich the lives of residents.	Metropolitan Library Service Agency	No
Anoka Technical College and Anoka Ramsey Community College (Minnesota State)	Provide technical, professional and workforce training.	US Department of Education	No
Educational Opportunity Center (TRIO)	Educational outreach programming	Higher Education Act	Yes

Rise, Inc.	Provide solutions and customized support in the areas of employment, housing, and personal growth.	CARF Commission on the Accreditation of Rehabilitation Facilitations and the Minnesota Department of Human Services – Division of Licensing	No
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Article I: One-Stop System Description

Area's One-Stop system consists of one Comprehensive CareerForce Center – CareerForce in Blaine located at the Blaine Human Service Center.

Comprehensive CareerForce Center	Address
CareerForce in Blaine Anoka County	Blaine Human Service Center 1201 – 89 th Avenue Northeast Blaine, MN 55434
Affiliate CareerForce Center	Address
N/A	

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: Anoka County – Anoka County Job Training Center
3. Fiscal Agent: Anoka County – Anoka County Job Training Center
4. Local Elected Official: Commissioner Scott Schulte
5. One-Stop Operator: Anoka County Economic Assistance

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2020, until June 30, 2023.
- 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 will not be fully executed and effective on the date this MOU expires, the appeal process described in Article X of this document must be initiated.

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:
 - a. Create and maintain a Comprehensive One-Stop Center (i.e. CareerForce Center); and b.
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.

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 LWDB 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 & Method of Referrals

All required one-stop partner programs are accessible on site at the comprehensive one-stop CareerForce in Blaine per [20 CFR §678.305](#).

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

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

Partner Name: Anoka County Job Training Center

Services Provided: Provide employment and training services to eligible customers to prepare for, enter & keep employment. WIOA Career Services and Training.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by

appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)

Partner Name: Anoka County Job Training Center

Services Provided: Training services, job search services, relocation allowances and reemployment services. Program for workers who lose their jobs or hours as a result of increased foreign trade activity.

Service Delivery Method: Direct case management and co-enrollment of TAA and Dislocated Workers on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access. Ongoing coordination and communication with Trade Management office at DEED.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Young Adult Program (Anoka County Empowers Youth)

Partner Name: Anoka County Job Training Center

Services Provided: Employment and training services for youth and young adults, ages 14-24. Individualized services centered around career exploration, job search and placement services.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Dislocated Worker Program

Partner Name: Anoka County Job Training Center

Services Provided: Employment and training services to help laid-off workers return to work. Tailored services address an individual's specific needs – services include vocational counseling, assessment of skills and interests, financial assistance for classroom training, support services, assistance learning up-to

date job search methods, workshops to assist with job search, resume writing and interviewing and community referrals.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Young Adult Program (Anoka County Empowers Youth)

Partner Name: Anoka County Job Training Center

Services Provided: Employment and training services for youth and young adults, ages 14-24. Individualized services to explore careers, support training to gain a recognized credential and gain work experience through paid internships.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Minnesota Family Investment Program

Partner Name: Anoka County Job Training Center

Services Provided: Provide employment & training services for eligible customers receiving cash assistance.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Senior Community Service Employment Program (SCSEP)

Partner Name: Anoka County Job Training Center

Services Provided: Employment and training services for County residents 55 years or older. Provides part-time employment opportunities at community service worksites.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Supplemental Nutrition Assistance Program (SNAP) – Employment &

Training **Partner Name:** Anoka County Job Training Center

Services Provided: Provide employment & training services for eligible customers receiving cash assistance.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: WIOA Title I – Native American programs

Partner Name: Minneapolis American Indian Center

Services Provided: Youth, Seniors, Fitness and Nutrition, Family Support Services, Employment and Training and Arts and Culture.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access. Also, provide services at their main location 1530 East Franklin Avenue, Minneapolis, MN 55404.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: WIOA Title II – Adult Education and Family Literacy

Partner Name: Anoka-Hennepin Community Education

Services Provided: Educational opportunities for adults to acquire and improve their literacy skills such as ESL classes, GED/Adult Diploma obtainment, and basic reading, writing and math brush-up.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access. Also, several other locations throughout Anoka County.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

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

Partner Name: Minnesota Department of Employment& Economic Development

Services Provided: Provide labor exchange and employment services to business and unemployed customers.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: WIOA Title IV – Rehabilitation Act, Title I, Vocational Rehabilitation Services

Partner Name: Minnesota Department of Employment& Economic Development - Rehabilitation Services

Services Provided: Services to help persons with disabilities prepare for find and keep a job. Pre employment transition services. Assist with training, preparation and workplace accommodations. Provide counseling, training, job skills and placement, independent living services, extended employment/long-term job supports, and employment supports.

Service Delivery Method: Direct case management of individual customers available on site at CareerForce in Blaine (Comprehensive one-stop) located at the Blaine Human Service Center, by appointment or remote access.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: WIOA Title IV, Older Blind Program, & Communication Center - State Services for the

Blind

Partner Name: Department of Employment and Economic Development, State Services for the Blind

Services Provided: Tools, training and technology to help people who are blind, visually impaired, or DeafBlind to live independently and to prepare for, find, keep, and advance in competitive integrated employment. Also provides audio, braille, and e-text transcription and a radio reading service.

Service Delivery Method: Brochures and program information. Partner staff may provide direct case management of individual customers on site at CareerForce in Blaine, by appointment or remote access, but no staff are on site.

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Chapter 41 Title 38, USC – Jobs for Veterans – Veterans Services

Partner Name: Minnesota Department of Employment & Economic Development Veterans Services

Services Provided: Provide business services to employers that hire veterans and employment services to Veterans with significant barriers to employment (SBE) through priority of service referrals. WIOA Core Services.

Disabled Veterans' Outreach Program (DVOPs) provide eligible veterans with individualized career services such as job matching and referral to posted job openings, vocational and career guidance, labor market information, plus workshops on resume preparation and conducting effective job searches. DVOPs also refer eligible and qualified veterans to appropriate WIOA-funded training programs and discretionary initiatives, as well as registered apprenticeship programs throughout the state.

Local Veterans' Employment Representatives (LVERs) specialize in promoting veterans to employers, building the capacity by educating one-stop partners on Priority of Service, veterans services, changing regulations, and the value veterans bring to an employer. LVER can play a great role in planning and participating in job fairs and hiring events sponsored by the one-stop location.

Service Delivery Method: Veteran customers can access Veterans Employment Services via point of entry at the CareerForce in Blaine. LVER and DVOP staff travel throughout the LWDA area can be present in the CareerForce Center. In addition, veterans' staff can be reached via phone and email for questions regarding Veterans Employment Services.

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: Unemployment Insurance

Partner Name: Minnesota Department of Employment & Economic Development

Services Provided: Benefits provide temporary, partial wage replacement to workers whose hours have been greatly reduced, or who are unemployed through no fault of their own.

Service Delivery Method: Onsite at the CareerForce in Blaine Career Lab, State Call Center and online.

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. Website/ social media, CareerForce Platform connections and community-based organization and employer partner referrals.

Program Name: Social Security Act – part A of Title IV Programs (TANF)

Partner Name: Anoka County Economic Assistance

Services Provided: Cash and medical assistance.

Service Delivery Method: Onsite at the Blaine Human Service Center, Anoka County Gov't Center and other County locations. Online assistance.

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. Website/ social media, CareerForce Platform connections and community-based organization and employer partner referrals.

Program Name: Carl D. Perkins Career and Technical Education

Partner Name: Anoka Technical College – Secondary Technical Education Program (STEP)

Services Provided: Provide relevant education by preparing students for the high tech, high skill workplace.

Service Delivery Method: Onsite at Anoka Technical College campus.

Method of Referral: Anoka-Hennepin school district and surrounding communities.

Program Name: Community Services Block Grant Employment and Training Programs

Partner Name: Anoka County Community Action Program (ACCAP)

Services Provided: Assistance services (crisis, energy and outreach), Children services (Child Care Assistance, Child Care Aware of MN and Headstart), Housing services (affordable housing, Home Ownership/FAIM, Homes to Rent) and Senior Services (Chores and more, Senior Kinship, Senior Information Line and Outreach)

Service Delivery Method: Onsite at the Blaine Human Service Center

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. Website/

social media, CareerForce Platform connections and community-based organization and employer partner referrals.

Program Name: Library Services

Partner Name: Anoka County Library

Services Provided: Connect community to ideas, information/ resources and inspiration to enrich the lives of residents. State of the art catalog and community events, classes and technology classes.

Service Delivery Method: 8 locations within Anoka County and E-Library.

Method of Referral: Community

Program Name: US Department of Education

Partner Name: Anoka Technical College and Anoka-Ramsey Community College – Minnesota State

Services Provided: Provide technical training in associate in applied science (AAS) degree, certificate or diploma, planning toward a four-year degree, enhance workplace skills and enrichment courses.

Service Delivery Method: Onsite, online learning and customized location training.

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. Website/ social media, CareerForce Platform connections and community-based organization and employer partner referrals.

Program Name: Higher Education Act

Partner Name: Educational Opportunity Center (TRIO)

Services Provided: Educational outreach programming and assistance with school and financial aid information.

Service Delivery Method: Onsite at the CareerForce in Blaine

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. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Program Name: Disability services, advocacy and supports

Services Provided: Provide solutions and customized support in the areas of employment, housing, and personal growth. Program service areas include intellectual disabilities, mental health employment, students in transition, traumatic brain injuries and Minnesota Employment Center (MEC) services for people who are deaf and hard of hearing.

Service Delivery Method: Rise Corporate Offices, 8406 Sunset Road NE, Spring Lake Park, MN 55432-1387

Method of Referral: County Program staff will make direct contact with other program staff for referrals via telephone or written correspondence, sharing allowable information about the customer. Website/ social media, CareerForce Platform connections and community-based organization and partner referrals.

Article V: Programmatic Accessibility

All partners agree to utilize methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system. Method descriptions include but are not limited to:

Technology – UbiDuo, 711 Relay and Pocket Talker are devices available at the CareerForce in Blaine for facilitating face-to-face communication with deaf and hard of hearing individuals. Jaws software is installed in the Career Lab to assist those with vision impairments. Program information and resources are located on the CareerForce Platform and Anoka County Job Training Center website.

Materials – Printed materials about services at partner locations and printed materials in multiple languages. Local CareerForce Partnership Guide for CareerForce staff and also a Career Lab “Go To” Staff Guidebook.

Article VI: Funding/Resource Sharing

Infrastructure Funding Agreements (IFAs) for the CareerForce in Blaine are attached to this MOU. These documents are serving as interim IFAs for the first six months of the time period of this MOU per part (c) of [20 CFR §678.715](#).

A. One-Stop Funding/Resource Sharing Requirements:

1. WIOA section 121 (c) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the One-Stop Centers must be described in this MOU.
2. The methodologies described herein must be allowable under each partner’s respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner’s type of organization. Per 66 Fed. Reg. 29638, this MOU must identify:
 - a. The shared One-Stop Center costs.

- b. The methodologies that will be used to determine each party's proportionate "fair" share of those costs.

- c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
- d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

B. One-Stop Operating Costs:

1. The shared One-Stop Center(s) operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the cost sharing agreements, which are attached to this MOU and hereby incorporated.

C. Changes to cost sharing agreements:

1. All parties expressly understand and agree that the initial costs listed in the cost sharing agreements will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU.
2. Updates to the cost sharing agreements will require an amendment to this MOU.
3. Any time a cost sharing agreement is modified, the LWDB 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: As stated in the Recitals, WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may request to terminate its participation as a party to this MOU. In such an event, the LWDB will provide written notice within sixty (60) days of the request to all remaining partners. The LWDB 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 and 65 Fed. Reg. 49294, 49312, 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 LWDB 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 LWDB as soon as possible. LWDB 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 LWDB, chief elected officials, and the remaining partners.

Article VIII: Amendment and Renewal

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. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
4. A change in the services, service delivery methods currently utilized, or referral methods.
5. A change in a cost sharing agreement.
6. 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 LWDB, the Chief Elected Officials, 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 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. If the request is approved, the LWDB 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 LWDB. 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 LWDB within the specified timeframe.
4. LWDB will 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

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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.
 6. LWDB 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.
- E. The MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services

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.
- C. 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 following process must be followed:

- 1) The LWDB and partners must document the negotiations and efforts that have taken place in the MOU. The State Board, One-Stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure

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cost funding must be resolved using the State infrastructure cost funding mechanism described in 20 CFR 678.730.

- 2) The LWDB must report failure to execute an MOU with a required partner to the Governor, State Board, and the State agency responsible for administering the partner's program (20 CFR 361.510).
- 3) If necessary, the State Board will act as mediator to assist all parties to come to agreement on an MOU.
- 4) If after mediation an impasse still exists, the State Board will approve an MOU that will be binding to all parties included in the MOU.

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
Local Workforce Development Area
Anoka County WDA #12
One-Stop Service Delivery System**

Partner Signature Page

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

Anoka County

Rhonda Sivarajah, County Administrator Date _____

Approved as to Form and Execution

Shirley Barnes, Anoka County Workforce Development Chair Date _____

Sommer, Assistant Anoka County Attorney Date Nancy Norman

Anoka County Community Action Program

Director Date Patrick McFarland,

Anoka-Hennepin Community Education (Title II)

Manager Date Theresa Zingery,

Anoka County Job Training Center (Title I, SCSEP, MFIP and SNAP)

Director Date Nicole Swanson,

Anoka County Library

Director Date Patti Hetrick,

Anoka Technical College and Anoka Ramsey-Community College

Vice President of Student and Date Elaina Bleifield,
Academic Affairs

Anoka Technical College – Career and Technical Education Program (STEP)

Jess Lipa Date

**Department of Employment and Economic Development
Trade Adjustment Assistance**

Deputy Director Employment & Training Programs Date Marc Majors,

**Department of Employment and Economic Development (Title III)
Wagner-Peyser and Jobs for Veterans**

Janatopoulos, CareerForce Director Date Lorrie

Minneapolis American Indian Center (Title I)

Executive Director Date Mary LaGarde,

TRIO Educational Opportunity Center

Interim Director Date Nardos Senbata,

Vocational Rehabilitation Services – DEED (Title IV)

Director Date Dee Torgerson,

Minnesota State Services of the Blind – DEED (Title IV)

Director Date Natasha Jerde,

Rise, Inc.

Lynn Noren,

