

**Stearns-Benton Workforce Service Area
Memorandum of Understanding
Addendum 6 – June 2014**

PURPOSE

This Memorandum of Understanding (MOU) is entered into between the Stearns-Benton Workforce Council and the following partner agencies:

- Stearns-Benton Employment & Training Council
- Minnesota Department of Employment & Economic Development, Job Service - St. Cloud
- Minnesota Department of Employment & Economic Development, Vocational Rehabilitation Services - St. Cloud
- Minnesota Department of Employment & Economic Development, State Services for the Blind - St. Cloud
- District 742, St. Cloud Area Adult Education Programs
- Experience Works - St. Cloud
- St. Cloud Technical and Community College - Carl Perkins
- Tri-County Action Programs, Inc. (Tri-CAP)
- Housing & Redevelopment Authority of St. Cloud
- Stearns County Housing & Redevelopment Authority
- Minnesota Department of Employment & Economic Development Labor Market Analysis - St. Cloud
- Stearns County Human Services, Gateway Services Division and Community Corrections
- Benton County Human Services, Financial Services
- Minnesota Department of Labor and Industry, Vocational Rehabilitation Unit, St. Cloud
- Child Care Choices, Inc.
- Goodwill/Easter Seals MN (GESM)
- RESOURCE, Inc.

The purpose of the MOU is to establish an agreement among the above-mentioned parties concerning their respective roles and responsibilities for implementation of the provisions of section 121(c) of Title I of the Workforce Investment Act of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in the Stearns-Benton Workforce Service Area. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to the Stearns-Benton Workforce Service Area.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements, and Section 8(C) of this document governing the parties' respective programs, services, and agencies.

INTRODUCTION

The parties enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented.

- A. Universal Eligibility - All job seekers, including those with special needs and

barriers to employment, will have access to a core set of services at the MN WorkForce Center - St. Cloud, designed to provide information to make career and labor market decisions. Core, intensive, access to training, and support services will be made available onsite.

- B. WorkForce Center System Approach - All job seekers may explore work preparation and career development services and have access to information on a range of employment, training, and adult occupational education programs.
- C. Individual Choice - Employers and job seekers will have access to a multitude of career, skill, employment, labor market and training information to obtain the services and skills they need.
- D. Greater State and Local Flexibility - With the integration of services through a WorkForce Center System, the State and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.
- E. Greater Role for Elected Officials - State and local elected officials and WorkForce Center partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities.
- F. Greater accountability - State, localities and providers will be accountable for their performance. The design and management of the WorkForce Centers and the delivery of services must be responsible to meeting the needs of employers and job seekers.

SERVICES TO BE OFFERED THROUGH THE WORKFORCE CENTER SYSTEM

Services are described in the attached service table.

DURATION AND MODIFICATION

This MOU shall commence on the date it is executed and remain in effect until amended.

A partner may terminate their participation in this MOU upon 30 days written notice to the Stearns-Benton Workforce Council, the Stearns-Benton Employment & Training Council (Joint Powers) Board, and to all other partners in this MOU. With the agreement of the Stearns-Benton Employment & Training (Joint Powers) Board, this MOU can be amended, including the addition of a new partner, by mutual agreement of affected partners and the Stearns-Benton Workforce Council. The amendment must be submitted to the partners prior to state submittal.

SERVICE FUNDING AND COST ALLOCATION METHODOLOGY

Methodology for the funding of services across the four core WorkForce Center partners is the cost allocation plan. Methodology for the funding of services across MOU partners is through appropriate referral of eligible individuals or through vendor agreement/contract arrangements made among and between specific partners for specific services. Fee for service is also available.

SYSTEMATIC REFERRAL PROCESS FOR WORKFORCE CENTER CUSTOMERS

Partners will make appropriate referral for services. The core WorkForce Center partners will integrate orientation, information, intake and referral per a Business Plan

developed and submitted previously.

DISPUTE/GRIEVANCE RESOLUTION

Should any disputes or grievances over the MOU require resolution, the partners to this MOU will address as follows:

- A. The partner who identified the dispute/grievance shall initiate a meeting with the partners with whom there is a dispute/grievance the purpose of which is the resolution of the dispute/grievance. If the dispute/grievance is resolved, documentation of the dispute/grievance and the action to be taken in resolution shall be documented in writing and maintained in the administrative offices for the Workforce Service Area (Stearns-Benton Employment & Training Council).
- B. If no resolution is achieved through Step "A" outlined above, such dispute/grievance shall be forwarded in writing to the Executive Director of the Stearns-Benton Employment & Training Council who will present same to the Chairperson of the Stearns-Benton Workforce Council for consideration and resolution by the Stearns-Benton Workforce Council. If the dispute/grievance is resolved, documentation of the dispute/grievance and the action to be taken in resolution shall be documented in writing and maintained in the administrative offices for the Workforce Service Area (Stearns-Benton Employment & Training Council).
- C. If no resolution is achieved through Step "B" outlined above, such dispute/grievance shall be forwarded in writing by the Executive Director to the Chairperson of the Stearns-Benton Employment & Training Council (Joint Powers) Board for consideration and resolution by the Board. If the dispute/grievance is resolved, documentation of the dispute/grievance and the action to be taken in resolution shall be documented in writing and maintained in the administrative offices for the Workforce Service Area (Stearns-Benton Employment & Training Council).
- D. This agreement does not preclude partners from pursuing dispute/grievance resolution through their respective complaint procedures and policies.

OTHER PROVISIONS

- A. Functions or separateness mandated by Federal, State or local laws, rules, regulations or guidelines will not be violated or abridged in the pursuit of co-location of center partners.
- B. Client information with other system partners will be jointly shared, subject to confidentiality constraints and other program requirements.
- C. All partners will be responsible for compliance with existing Federal, State and local laws, rules, regulations and program guidelines and directives.
- D. The partners to this MOU agree to meet quarterly, at which time they will review the strategies outlined in the attachment, jointly develop a report and submit

same to the Stearns-Benton Workforce Council and the Stearns-Benton Employment & Training Council (Joint Powers) Board to assist the boards in their

oversight responsibility as outlined in WIA legislation and regulations. Performance standards will form basis of reporting to Workforce Council and SBETC (Joint Powers) Board. Partners group will develop strategies related to WSA goals, including integration, coordination, and non-duplication of services. Outcomes and standards will be defined on an on-going basis and reported.

- E. The partners to this MOU agree to assist the Stearns-Benton Workforce Council and the Stearns-Benton Employment & Training Council (Joint Powers) Board as well as partner staff in capacity building through shared training opportunities with an anticipated outcome of increased integration, coordination, and non-duplication of services.
- F. The partners to this MOU agree to pursue methods of leveraging resources of the partner group through joint planning to increase and improve services to job seekers and employer customers.
- G. The partners to this MOU agree to make appropriate referral to services of partner agencies. MOU will be modified as necessary to reflect additional partners and services.

CERTIFICATION

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and guidelines relating to non-discrimination, veterans priority of service, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to WorkForce Center System customers. By signatures affixed below, the parties specify their agreement.

DeWayne Mareck, Chairperson
Stearns-Benton Employment & Training Council
Joint Powers Board

Date: _____

John Herges, Chairperson
Stearns-Benton Workforce Council

Date: _____

Kathleen R. Zavala, Executive Director
Stearns-Benton Employment & Training Council
WIA Title I

Date: _____

Linda Yozamp, Area Manager
Job Service,
Minnesota Department of Employment & Economic
Development
Wagner-Peyser, TRA, Veteran's Services,
State Re-employment Insurance

Date: _____

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Skip Wittrock, Rehabilitation Area Manager
Minnesota Department of Employment & Economic
Development
Vocational Rehabilitation Services – St. Cloud
WIA Title IV

Date: _____

Natasha Lemler, M.S., CRC, CVE
Rehabilitation Counselor Supervisor
Minnesota Department of Employment & Economic
Development
State Services for the Blind
WIA Title IV

Date: _____

Scott Wallner, Adult Basic Education
Assistant Community Education Director
St. Cloud Area School District 742
WIA Title II

Date: _____

Michael Pattee, Regional Director
Experience Works, Inc.
Title V, Older Americans Act

Date: _____

Matthew Keil, Dean of Trades & Industry
St. Cloud Technical and Community College

Date: _____

Norma A. Korschak, CPA, M.Acc.
Director of Academic Accountability
St. Cloud Technical and Community College
Carl D. Perkins Vocational & Applied Technology
Education Act

Date: _____

Lori Schultz, Executive Director
Tri-County Action Program, Inc. (Tri-CAP)
Community Services Block Grant

Date: _____

Louise Reis
Executive Director
Housing & Redevelopment Authority
of St. Cloud

Date: _____

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Bob Swanberg, Executive Director
Stearns County Housing and Redevelopment Authority
HUD
Date: _____

Janel Sczublewski, Financial Assistance
Supervisor
Benton County Human Services
Date: _____

Mark Sizer, Administrator
Stearns County Human Services
Date: _____

Jeanne Vogel, VRU Supervisor
Minnesota Department of Labor and Industry
Workers Compensation Department
Date: _____

Luke Greiner, Regional Labor Market Analyst
Minnesota Department of Employment &
Economic Development
Date: _____

Colleen Cunningham Orne
Executive Director
Child Care Choices, Inc.
Date: _____

Michael Wirth-Davis, DPA, President and CEO
Goodwill /Easter Seals MN (GES)
Date: _____

Sheila Olson, Chief Services and Programs Officer
Goodwill /Easter Seals MN (GES)
Date: _____

Kelly Matter, President
RESOURCE, Inc.
Date: _____

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