Memorandum of Understanding

Local Workforce Development Area, Dakota-Scott Workforce Development Area #14 One-Stop Service Delivery System

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed to by the parties for the operation of the One-Stop Service Delivery System in Local Workforce Development Area, Dakota Scott Counties 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
Department of Employment and Economic Development (DEED) Job Service	WIOA Adult and Dislocated Worker Program	WIOA Title IB - Adult and Dislocated Worker programs	Yes
HIRED	WIOA Adult and Dislocated Worker Program	WIOA Title IB – Adult and Dislocated Worker programs	Yes
Scott County Employment and Training	WIOA Adult and Dislocated Worker Program	WIOA Title IB – Adult and Dislocated Worker programs	Yes
DEED Job Service	Dislocated Worker Program	MN Statute 116L.17 - State Dislocated Worker Program	Yes
HIRED	Dislocated Worker Program	MN Statute 116L.17 - State Dislocated Worker Program	Yes
Scott County Employment and Training	Dislocated Worker Program	MN Statute 116L.17 - State Dislocated Worker Program	Yes
HIRED	Young Adult Program	WIOA Title 1B -Youth programs	No
Scott County Employment and Training	Young Adult Program	WIOA Title 1B -Youth programs	Yes
Tree Trust	Young Adult Program	MN Statute 116L.56 - Minnesota Youth Program	No

Scott County Employment and Training	Young Adult Program	MN Statute 116L.56 - Minnesota Youth Program	No
Minneapolis American Indian Center	Employment and Training Services to American Indians, Alaskan Natives and Hawaiian Natives	WIOA Title 1 – Native American Programs	No
South Suburban Adult Basic Education	Adult Basic Education	WIOA Title II – Adult Education and Literacy	Yes
Great Rivers Adult Education	Adult Basic Education	WIOA Title II – Adult Education and Literacy	No
ISD 191 Burnsville-Eagan Savage School for Adults	Adult Basic Education	WIOA Title II – Adult Education and Literacy	No
Lakeville Adult Basic Education/Dakota Prairie Adult Basic Education	Adult Basic Education	WIOA Title II – Adult Education and Literacy	No
ISD 194 Lakeville Adult Basic Education	Adult Basic Education	WIOA Title II – Adult Education and Literacy	No

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

ISD 196 Rosemount Apple Valley-Eagan Adult Basic Education	Adult Basic Education	WIOA Title II – Adult Education and Literacy	No
Southwest Metro Adult Learning	Adult Basic Education	WIOA Title II – Adult Education and Literacy	No
DEED Wagner Peyser	Job Service and Re-Employment Services	WIOA Title III • Wagner-Peyser	Yes
DEED Vocational Rehabilitation Services	Rehabilitation Services	WIOA Title IV- Rehabilitation Act, Title I, Vocational Rehabilitation Services	Yes
DEED Veteran's Services	Veteran's Services	Chapter 41 Title 38, Jobs for Veterans	Yes
Scott County Employment and Training	Veteran's Services	Chapter 41 Title 38, Jobs for Veterans	Yes
DEED Unemployment Insurance	Unemployment Insurance	MN Statute Sec. 269.01	Yes
Avivo	Minnesota Family Investment Program	Social Security Act - part A of Title IV programs (TANF)	Yes
Scott County Employment and Training	Minnesota Family Investment Program	Social Security Act - part A of Title IV programs (TANF)	Yes

Scott County Employment and Training	Senior Community Service Employment Program (SCSEP)	Older Americans Act Title V	Yes
Motivation, Education & Training (MET)	Senior Community Service Employment Program (SCSEP)	Older Americans Act Title V	Yes
DEED Job Service	Trade Adjustment Assistance	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	Yes
HIRED	Trade Adjustment Assistance	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	Yes
Scott County Employment and Training	Trade Adjustment Assistance	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	Yes
Dakota County Workforce Services	Variety of services including: assistance, children, housing, and senior services	Community Services Block Grant Employment and Training Programs	Yes
Scott County Employment and Training	Variety of services including: assistance, children, housing, and senior services	Community Services Block Grant Employment and Training Programs	Yes
Inver Hills Community College	Post-Secondary Vocational Education Programs	Carl D. Perkins Career and Technical Education	No
Dakota County Technical College	Post-Secondary Vocational Education Programs	Carl D. Perkins Career and Technical Education	No
Dakota County Libraries	Library Services	Metropolitan Service Agency	No
Scott County Libraries	Library Services	Metropolitan Service Agency	No

Article I: One-Stop System Description

Area's One-Stop system consists of the Burnsville Comprehensive CareerForce location and **2** Affiliate sites:

COMPREHENSIVE CareerForce Name	Address	Manager
Burnsville CareerForce	2800 West County Road 42 Burnsville, MN 55337	Mike Yanda 952-703-3100
AFFILIATE CareerForce Name	Address	
West St. Paul CareerForce	1 Mendota Road West, Suite 170 West St. Paul, MN 55118	Jill Pittelkow 651-554-5670

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

Shakopee CareerForce	200 Fourth Avenue West GW-200 Shakopee, MN 55379	Brandon Kmety 952-496-8273
	' '	

For more information, please see DEED's policy on One Stop Center Location Certification Standards (https://apps.deed.state.mn.us/ddp/PolicyDetail.aspx?pol=464).

B. Administrative Structure

- State Workforce Agency: Minnesota Department of Employment & Economic Development, 332 Minnesota Street,
 Suite E200, St. Paul, MN 55101
- 2. <u>Administrative Entity</u>: Dakota County Workforce Services, 1 Mendota Road West, Suite 170, West St. Paul, MN 55118
- 3. Fiscal Agent: Dakota County, 1590 Highway 55, Hastings, MN 55033
 - 4. <u>Chief Elected Official</u>: Dakota County Board of Commissioners, 1590 Highway 55, Hastings, MN 55033 5. <u>One-Stop Operator</u>: State of MN Department of Employment and Economic Development (DEED) Job Service, Dakota County Workforce Services, Scott County Employment and Training, DEED Rehabilitation Services

Article II: Agreement Period

This MOU will be in effect from July 1, 2023, until June 30, 2026.

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 the Comprehensive One-Stop Centers (i.e., CareerForce Location); 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 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.

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

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

Partner Services: Thisidentifies the services each required partner will provide and themethod(s) ofservice delivery and referrals each partner willuse. All required one-stop partner programs are accessible on-site at the comprehensive CareerForce Center per 20CFR 678.500.

The method of referrals for all partners is as follows: Program staff will make direct contact with other program staff for referrals either in person, via telephone or email correspondence, sharing allowable information about the customer to allow program staff to reach out to the customer.

.....

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

Partner Name: HIRED, DEED Job Service, and Scott County Employment and Training

ServicesProvided: 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 all three CareerForce locations.

- Program Name: State Dislocated Worker Program (MN Statute 116L.17)

Partner Name: HIRED, DEED Job Service, and Scott County Employment and Training

ServicesProvided: 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 all three CareerForce locations.

- Program Name: Youth (WIOA Title IB)

Partner Name: HIRED, Scott County Employment and Training

Services Provided: Provide employment and training services to eligible young adults ages 14-24 years old. Individualized services.

Service Delivery Method: Direct case management of individual customers available at locations throughout Dakota County and on-site at Shakopee CareerForce.

.....

- Program Name: Native American Programs (WIOA Title 1)

Partner Name: Minneapolis American Indian Center

Services Provided: Provide youth and seniors services including fitness and nutrition, family support services, employment and training and arts and culture.

Service Delivery Method: Direct case management of individual customers available at their main location: 1590 East Franklin Avenue, Minneapolis MN 55404 or meet with their clients at one of our three CareerForce locations.

.....

- Program Name: Adult Basic Education (WIOA Title II)

Partner Name(s): South Suburban Adult Basic Education, Great Rivers Adult Education, ISD 191 Burnsville-Eagan Savage School for Adults, Lakeville Adult Basic Education/Dakota Prairie Adult Basic Education, ISD 194 Lakeville Adult Basic Education, ISD 196 Rosemount-Apple Valley-Eagan Adult Basic Education, and Southwest Metro Adult Learning

Services Provided: Provide instruction in basic literacy skills needed for employment, ESL, GED test preparation and basic computer skills; WIOA Core Services

Service Delivery Method: Direct instructor coach and instruct learners on-site at a variety of Dakota and Scott County locations.

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

Partner Name: DEED Job Service

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

ServiceDeliveryMethod:DirectaccesstoMinnesotaWorks, career labs,work tests, jobsearch tools, workshops on-site at Burnsville comprehensive one-stop.

- Program Name: <u>Vocational Rehabilitation Services (WIOA Title IV)</u>

PartnerName: DEED Rehabilitation Services

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

Service Delivery Method: Direct case management of individual customers available on-site at Burnsville Comprehensive one-stop and by appointment or remote access at affiliate sites.

- Program Name: Unemployment Insurance Programs

Partner Name: DEED Unemployment Insurance

Services Provided: Reemployment assistance to laid-off customers

Service Delivery Method: Direct group and/or individual workshops with individual follow-up services available on-site at West St. Paul and Burnsville CareerForce locations.

.....

- Program Name: <u>Veterans</u> (Chapter 41 Title 38, Jobs for Veterans)

Partner Name: DEED Veteran's Services, Scott County Employment and Training

Services Provided: Provide employment services and training forVeterans with disabilitiesthrough priority ofservice referrals. WIOA Core Services.

Service Delivery Method: Direct case management of individual customers available on-site at Burnsville Comprehensive one-stop and by appointment or remote access at affiliate sites

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

Partner Name: Dakota County Technical College and Inver Hills Community College

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

Service Delivery Method: Direct classroom instruction and online services available at school

locations.

Program Name: Senior Community Service Employment Program (Older Americans Act of 2016)

Partner Name: Scott County Employment and Training; Motivation, Education & Training

Services Provided: Provides subsidized employment & training services for eligible low-income seniors who want to enter or re-enter the workforce.

Service Delivery Method: Direct case management of individual customers available on-site at the Shakopee CareerForce.

- Program Name: Trade Adjustment Assistance

Partner Name: DEED Job Service, HIRED, and Scott County Employment and Training

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

Services Provided: Co-enrollment into Dislocated Worker program for all TAA eligible participants in Dakota Scott or formerly employed in Dakota or Scott County businesses.

ServiceDelivery Method: Direct casemanagement of TAA and Dislocated Worker co-enrolled participants available on-site at all three Career Force locations.

- Program Name: Minnesota Youth Programs

Partner Name: Tree Trust and Scott County Employment and Training

Services Provided: Employment and training services for eligible youth 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 at remote locations and Shakopee CareerForce location.

C. **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: Temporary Assistance for Needy Families/DWP

Partner Name: Dakota County Employment and Economic Assistance and Scott County Employment and Training

Services Provided: Intensive employment and training services with a work focus.

Service Delivery Method: Direct case management of individual customers available at all three CareerForce locations.

- Program Name: SNAP E&T

Partner Name: Dakota County Workforce Services, Scott County Employment and Training

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

Service Delivery Method: Direct case management of individual customers available at all three CareerForce locations.

- 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 DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

not limited to:

Technology – Accessible technology for those who are visually impaired in career labs; use of CareerForcemn.com to share program and activity information; e-mail blasts of training, employment and Career Services to registrants of the system and partners; weekly communications on activities of the LWDB Director; and the use of other on-line resources to promote the system, such as Facebook or LinkedIn.

Materials – Printed materials about services at partner locations and printed materials in multiple languages.

Article VI: Funding/Resource Sharing

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 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.

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

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

- 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.
 - 4. A change in the One-Stop Operator, physical location or Fiscal Agent in the 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 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: DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587
 - 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 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 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 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 annually, 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 and Data Privacy

A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. For purposes of this MOU, each partner is determined to be part of the Welfare System as defined in Minnesota Statutes § 13.46 and as such, the parties are subject to the rules and requirements of the Minnesota Data Practices Act.

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

- 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

- 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 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 all of its own acts or omissions and 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 publicly funded programs administered by DEED. The laws and regulations listed herein do not encompass all 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 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.

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

- C. Drug-Free Workplace. Each party, its officers, employees, members, sub-recipient(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 sub-recipient(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.

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

MEMORANDUM OF UNDERSTANDING LOCAL AREA 14 - ONE-STOP PARTNERS

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

South Suburban ABE
Jeanne Zehnder, Director
Community Ed ACCESS Program; ABE Services

Signature Date

Great Rivers Adult Education Consortium Susie Evans, Manager Community Ed ACCESS Program; ABE Services Signature Date ISD 191 Burnsville-Eagan-Savage ABE Susan Edmonson, Program Coordinator Community Ed ACCESS Program; ABE Services Signature Date MN Dept. of Employment & Economic Development Lorrie Janotopoulus – Director of CareerForce WIOA Title II - Job Service & Veteran Services Signature Date MN Dept. of Employment & Economic Development Dee Torgeson, Director of VRS WIOA Title IV - Vocational Rehabilitation Services Signature Date MN Dept. of Employment & Economic Development Nancy Omondi, Director of Empl. & Training Programs Trade Adjustment Act Signature Date DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587 MN Dept. of Employment & Economic Development Jim Hegman – Director of Unemployment Insurance Signature Date Lakeville-Farmington ABE/Dakota Prairie ABE Tracie Kreighbaum, Manager Community Ed ACCESS Program; ABE Services Signature Date

MN Dept. of Employment & Economic Development Ray Douha – Director, Jobs For Veterans

	Signature Date ISD 196 Resenvant-Apple Valley-Engan ABE	
	Error! Reference source not found.	
	Eric Lind, Manager	
	Community Ed ACCESS Program; ABE Services	
	07/12/2023 3:15 Pm CFT	
	Signature Date	
	Error! Reference source not found.	
	Elizabeth Harner, Director	
	Community Ed ACCESS Program; ABE Services	
	Signature Date	
	MN Dept. of Employment & Economic Development	
	Mike Lang – Director of Job Service	
	WIOA Adult and Dislocated Worker Program; State Dislocated Worker Program	
	Signature Date	
	MN Dept. of Employment & Economic Development Mike Lang – Wagner Peyser Job Service and Re-Employment Services	
Dod	Signature Date cuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587	
	HIRED	
	Julie Brekke – Director	
	WIOA Adult and Dislocated Worker Program, State Dislocated Worker Program, WIOA Youth Program, Trade Adjustm Assistance	ent
	07/12/2023 5:26 PM CTT	
	Signature Date	
	Scott County Employment and Training	
	Kari Ouimette – Director	
	WIOA Adult and Dislocated Worker Program; State Dislocated Worker Program; Young Adult Program; Minnesota Fai	-
	Investment Program; Senior Community Service Employment Program; Trade Adjustment Assistance; Variety of other services including assistance, children, housing, and senior services	
	Signature Date	
	a.0 = 2.00	

Scott County Attorney's Office

07/12/2023 | 4:40 PM CDT

Signature Date

Dakota County Technical College

Michael Berndt - President

Post-Secondary Vocational Education Programs

Signature Date

Scott County Health and Human Services

Barb Dahl - Director

Signature Date

DocuSign Envelope ID: 3D9CF6DC-1ABF-4C32-9D33-E4093D0D2587

County of Dakota, by and through its Department of Community Services, and the Dakota-Scott Workforce Development Board

Marti Fischbach - Director of Community Services

Signature Date

Dakota County Attorney's Office approval as to form

Suzanne Schrader – Assistant County Attorney

/s/ Suzanne W. Schrader 7/11/2023

Signature Date

KS-23-328

Certificate Of Completion

Envelope Id: 3D9CF6DC1ABF4C329D33E4093D0D2587 Status: Sent Subject: WDA Memorandum of Understanding

Source Envelope:

Document Pages: 17 Signatures: 5 Envelope Originator: Certificate Pages: 8 Initials: 0 Jessica Strydom

AutoNav: Enabled 1590 Highway 55
Envelopeld Stamping: Enabled Hastings, MN 55033

Time Zone: (UTC-06:00) Central Time (US & Canada) **Record** jessica.strydom@co.dakota.mn.us IP Address: 64.207.219.8

Tracking

7/12/2023 1:06:05 PM Holder: Jessica Strydom jessica.strydom@co.dakota.mn.us

Location: DocuSign

Status: Original

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Dakota County Location: DocuSign Signer Events Signature

Timestamp

as to form by Jeanne Anderson JAndersen@co.scott.mn.us Assistant Scott County Attorney Approval as to Form

Security Level: Email, Account Authentication

(None) Signature Adoption: Pre-selected Style Using IP Address:

156.99.27.235

64.125.144.41

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 3:10:15 PM

ID: 3b096d2d-daca-43a5-bb79-5fdcfc758c20

Dee Torgeson

Dee.torgeson@state.mn.us

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Harner

eharner@swmetro.k12.mn.us

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric Lind

eric.lind@district196.org

ISD 196 ABE Program - CVLC and DVLC

Security Level: Email, Account Authentication

(None) Signature Adoption: Drawn on Device Using IP Address:

Signer Events Signature Timestamp

Jake Grussing jgrussing@scottlib.org

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address: 156.99.27.235

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 4:40:02 PM

ID: 6bbc7dea-3d37-4c80-a938-f0d2f81195c7

Jared Smith

jareds@treetrust.org Executive Director | CEO

Tree Trust

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 2:22:28 PM

ID: 94757d76-f6f4-4df7-88a4-8dc61f812deb

Jeanne Zehnder

jzehnder@sspps.org

Director Of Community Education

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Schultz

jschultz@co.scott.mn.us

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Hegman

Jim.hegman@state.mn.us

MN UI Program Director

Department of Employment and Economic

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 3:12:03 PM

ID: cf760ea6-0489-409c-a454-922606904f01

Sent: 7/12/2023 1:24:51 PM Viewed: 7/12/2023 3:10:15 PM Signed:

7/12/2023 3:12:46 PM

Sent: 7/12/2023 1:24:49 PM Sent: 7/12/2023 1:24:49 PM

Sent: 7/12/2023 1:24:50 PM Viewed: 7/12/2023 3:12:03 PM Signed:

7/12/2023 3:15:38 PM

Development

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julie Brekke

Julie.Brekke@HIRED.org

Executive Director

Security Level: Email, Account Authentication

(None) Signature Adoption: Pre-selected Style Using IP Address:

65.144.4.194

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 1:26:25 PM

ID: f05e0d91-48f4-40d3-a849-8f1ffb48ec90

Kari Ouimette

kouimette@co.scott.mn.us

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Sent: 7/12/2023 1:24:59 PM Viewed: 7/12/2023 4:40:02 PM Signed:

Sent: 7/12/2023 1:24:50 PM Viewed: 7/12/2023 2:22:28 PM

7/12/2023 4:40:54 PM

Sent: 7/12/2023 1:24:53 PM Viewed: 7/12/2023 1:26:25 PM Signed:

7/12/2023 5:26:49 PM

Sent: 7/12/2023 1:24:51 PM

Sent: 7/12/2023 1:24:53 PM

Sent: 7/12/2023 1:24:52 PM Sent: 7/12/2023 1:24:52 PM

Signer Events Signature Timestamp Not Offered via DocuSign

Kelly Matter

kelly.matter@avivomn.org

President & CEO

Security Level: Email, Account Authentication

(None) Signature Adoption: Pre-selected Style Using IP Address:

174.199.34.100

Electronic Record and Signature Disclosure:

Accepted: 7/13/2023 4:53:19 AM

ID: 3e159e2a-b3bc-44d3-ad50-662df7e248fc

Lezlie Vermillion

Ivermillion@co.scott.mn.us

Lezlie Vermillion, County Administrator

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 1:53:05 PM

ID: 2ee44b44-8333-4166-bdc9-0c048c49ec7d

Lorrie Janotopoulus

lorrie.janatopoulos@state.mn.us

CareerForce Director

Department of Employment and Economic

Development

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/27/2020 8:49:47 AM

ID: 5b7f4b2c-08be-487b-98c9-8d9a74be5ab0

Mary LaGarde

mlagarde@maicnet.org

Executive Director

Minneapolis American Indian Center

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 1:40:47 PM

ID: d7d47957-b137-4ccf-a888-eb33000c683b

Micheal Berndt

michael.berndt@minnstate.edu

President

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 9/8/2022 1:32:59 PM

ID: f51c7a98-1a8c-4f0a-93cb-da77b3d33fff

Mike Lang

mike.lang@state.mn.us

Interim CareerForce Division Direct0or

651-259-7583

Department of Employment and Economic

Development

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 4:02:43 PM

ID: 08a1eccd-23e1-4f4e-bb85-c2e5160b217e

Sent: 7/12/2023 1:24:59 PM Viewed: 7/13/2023 4:53:19 AM Signed:

7/13/2023 4:56:49 AM

Sent: 7/12/2023 1:24:58 PM Resent: 7/12/2023 2:09:32 PM

Sent: 7/12/2023 1:24:54 PM

Sent: 7/12/2023 1:24:54 PM Viewed: 7/12/2023 4:02:43 PM

Sent: 7/12/2023 1:24:57 PM Viewed: 7/12/2023 1:40:47 PM

Sent: 7/12/2023 1:25:00 PM Viewed: 7/12/2023 2:30:19 PM

Signer Events Signature Timestamp

Nancy Omondi DocuSign

Nancy.omondi@state.mn.us Marti Fischbach

Security Level: Email, Account Authentication (None) marti.fischbach@co.dakota.mn.us

Electronic Record and Signature Disclosure: Not Offered via Security Level: Email, Account Authentication (None) DocuSign

Electronic Record and Signature Disclosure: Accepted:

Ray Douha 4/27/2018 8:30:01 AM

ID: 67e2435c-688a-4485-8623-7f79f100a31d Ray.douha@state.mn.us Sent: 7/12/2023 1:24:55 PM Sent: 7/12/2023 1:2

Ray.douha@state.mn.us Sent: 7/12/2023 1:24:55 PM Sent: 7/12/2023 1:24:55 PM Security Level: Email, Account Authentication (None)

coounty zoron zman, ricocantrianionication (trong)

Electronic Record and Signature Disclosure: Not Offered via

DocuSign

Susan Edmonson sedmonson@isd191.org

Security Level: Email, Account Authentication (None)
Sent: 7/12/2023 1:24:56 PM Viewed: 7/13/2023 8:14:11 AM

Electronic Record and Signature Disclosure: Accepted:

7/13/2023 8:14:11 AM

ID: 95bbce7f-3192-4610-9ee7-2495edbb417f

Susie Evans

sevans1@sowashco.org

Security Level: Email, Account Authentication (None) Sent: 7/12/2023 1:24:56 PM Sent: 7/12/2023 1:24:57 PM

Electronic Record and Signature Disclosure: Not Offered via

DocuSign

Tracie Kreighbaum

tkreighbaum@farmington.k12.mn.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via

In Person Signer Events Signature Timestamp Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp

Witness Events Signature Timestamp Notary Events Signature Timestamp Envelope

Summary Events Status Timestamps

Envelope Summary Events Status Timestamps Envelope Sent Hashed/Encrypted 7/12/2023 1:25:00 PM Envelope Updated Security Checked 7/12/2023 2:09:30 PM Envelope Updated Security Checked 7/12/2023 2:09:31 PM Envelope Updated Security

Payment Events Status Timestamps Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 2/22/2017 3:37:08 PM

Parties agreed to: as to form by Jeanne Anderson, Eric Lind, Jake Grussing, Jared Smith, Julie Brekke, Kelly Matter, Lezlie Vermillion, Lorrie Janotopoulus, Mary LaG

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dakota County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)

Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies
	Users accessing the internet behind a Proxy Server must enable

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

HTTP 1.1 settings via proxy connection

Acknowledging your access and consent to receive materials electronically To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
 - Until or unless I notify Dakota County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dakota County during the course of my relationship with you.