



Montana State Workforce Investment Board

MEMORANDUM OF UNDERSTANDING

ONE-STOP DELIVERY SYSTEM

STATE OF MONTANA

Effective July 1, 2007

Montana State Workforce Investment Board

1327 Lockey

P.O. Box 1728

Helena, MT 59624-1728

Phone: 406-444-1609

Email: LSmith@mt.gov

Website: www.swib.mt.gov

MEMORANDUM OF UNDERSTANDING

State of Montana One-Stop Delivery System

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING (MOU)

Pursuant to the requirements of the Workforce Investment Act of 1998 (WIA) Section 121(C) for the establishment of a One-Stop delivery system, this Memorandum of Understanding (MOU) is entered into by and between the Montana State Workforce Investment Board (SWIB), acting as the Local Workforce Investment Board (LWIB), the required Partner Agencies, Voluntary Partner Agencies, Tribal Government leaders, and the Governor of Montana as the Chief Local Elected Official.

The following are the required One-Stop Delivery System Partner Agencies / Organizations:

PROGRAM / REVENUE SOURCE	AGENCY / ORGANIZATION
WIA – Title IV Vocational Rehabilitation Senior Community Service Employment under Title V of the Older Americans Act Community Service Block Grant	Dept. of Public Health & Human Services Joan Miles, Director
Carl D. Perkins Postsecondary Vocational Education Activities	Commissioner of Higher Education Sheila Stearns, Commissioner
WIA Title II Adult Education and Family Literacy Act	Montana Office of Public Instruction Linda McCulloch, Superintendent
WIA – Title I Adult Youth Dislocated Worker Wagner-Peyser Unemployment Insurance Trade Adjustment Assistance Veterans Employment & Disabled Veterans Program Employment Statistics (LMI) Migrant Seasonal Farm Workers Programs	Montana Department of Labor & Industry Keith Kelly, Commissioner
Migrant & Seasonal Farmworker Programs National Farmworker Program	Rural Employment Opportunities (REO) Bruce Day
Indian & Native American Programs	Blackfeet Tribe – George G. Kipp IV, Blackfeet Manpower Program Director Crow Tribe – Rosella F. Stewart, Crow Nation WIA Director Chippewa Cree – Jonna Stiffarm TERO/EEOC/WIA Director, Chippewa Cree Tribe Fort Belknap – Tescha Hawley, Employment & Training Director, Fort Belknap Community Fort Peck – Rodney Miller, Manager of Development, Assiniboine and Sioux Tribes Northern Cheyenne – Isadore Whitewolf, WIA Director, Northern Cheyenne

	Salish & Kootenai – Arlene Templer, DHRD & 477 Employment & Training Director, Confederated Salish & Kootenai Tribes MUIA – Patricia Maki, MUIA Director
Job Corps	Trapper Creek Job Corps, Darby, MT – Linda Woods Anaconda Job Corp, Anaconda, MT – Charlie Hester Kicking Horse Job Corp, Ronan, MT – Charles Camel

The parties to this MOU shall constitute the Montana One-Stop Delivery System and shall participate in and contribute to the planning and operation of the One-Stop System.

II. DURATION OF THIS AGREEMENT

This Memorandum of Understanding will be in effect July 1, 2007. One or more partners may request, in writing, an amendment to this MOU by submitting their request to the Montana State Workforce Investment Board (SWIB), PO Box 1728, Helena, Montana 59624-1728. All partners to this agreement will be afforded a 60-day comment period on the proposed amendments. The proposed amendments and comments by the partners will be presented to the SWIB for approval. If a commenting partner disagrees with the SWIB action, this partner may pursue an Impasse Resolution as outlined in Section IX of this MOU.

This Agreement shall be reviewed by the parties on an annual basis and modified if determined necessary by the parties

III. PURPOSE

The purpose of this MOU is to establish cooperative and mutually beneficial relationships between the required partners and others whose participation has been determined to be vital to an effective One-Stop Delivery System.

To accomplish the Governor's workforce investment goals, the One-Stop Delivery System partners have adopted the following guiding principles:

- Informed Customer Choice will be provided. All services, policies and actions will be designed to include informed customer choice.
- Services will be comprehensive. All job seekers, workers, and business will be served comprehensively in a seamless system, which addresses their needs, coordinates service across programs, and minimizes duplication.
- Services will be integrated. All functions will be coordinated and integrated to the extent possible. This will be accomplished through partner agencies jointly serving common customers, supporting interagency in-service training to one another, and providing information and services that most directly meet the customer's needs.

The partners agree to ensure a copy of this MOU is provided to their designee(s) at the community level. The mandatory partner program designee will be encouraged to participate at least quarterly in meetings with community partners. If there is a Community Management Team (CMT) in the community, participation of the designee will be encourage since the CMT represents partners already coming together to coordinate and integrate services. Through this community participation, partners will work to develop a methodology for providing tangible services to all participants in the system, including the State's Section 166 grantees.

Partners will work toward standardized annual performance evaluation to the extent possible, based upon program guidelines and requirements.

Partners will research and work to develop an input tool (or locate an existing tool) for improved communications among MOU partners.

IV. ONE-STOP DELIVERY SYSTEM OVERVIEW

The One-Stop Delivery System in Montana is made up of mandatory partners identified in the Act plus additional partners who carry out programs that provide core, intensive, and training services to customers,

The One-Stop delivery system is intended to provide clients with "Core" services and access to other employment and training services funded under WIA and other Federal and State programs.

The Montana One-Stop delivery system partners collaborate to create a seamless system of service delivery that will enhance customer access to program services essential to gain long-term employment. Each of the One-Stop Partners is responsible to carry out their individual program requirements, and use the One-Stop delivery system to improve outcomes for their clients.

Job seekers, businesses, and other clients are provided access to services through a combination of strategies that includes co-location, contracts for service, direct delivery of services, and electronic linkages to the partner agencies. In addition to the client access points provided by the One-Stop Delivery System partners, a comprehensive One-Stop network supports the system. This network provides customer access to both on-site core services and electronic linkage to other programs and activities carried out by the One-Stop System Partners.

The Workforce Services Division, Montana Department of Labor & Industry, maintains and operates MontanaWorks, a statewide-integrated management information system. This system supports both self-service and staff-assisted services for job seekers and businesses. The system accommodates multiple entry points, multiple levels of security and the ability to transfer job seekers from self-service to staff-assisted services. Self-help features of the system are available to clients via internet access.

V. SERVICES OFFERED THROUGH THE ONE-STOP DELIVERY SYSTEM

Consistent with Federal Law, partner agencies agree to make available core, intensive and training services through the One-Stop Delivery System.

The majority of the Federal and State funded workforce development and training programs in Montana are administered through the One-Stop System, through designation by the Governor as grant recipient/sub recipient or through contracts with the State administering agencies.

Current One-Stop Delivery System partners have in place various arrangements for serving clients which include co-locating staff, staff outreach on an itinerant or appointment schedule, and making client referrals for services available in the One-Stop System. Each of these arrangements is intended to maximize the resources and services available to mutual clients.

Core services will be available by the provision of appropriate technology in the One-Stop System, by co-locating personnel whenever possible, cross training of front line staff within partner agencies, or through a cost reimbursement or other agreement between program operators in the One-Stop System.

VI. ONE-STOP DELIVERY SYSTEM REFERRAL ARRANGEMENT

Co-location is desired wherever feasible, through the use of technology and electronic linkages. An efficient customer service and referral system has been developed that supports customer choice and access to the programs and services of the One-Stop System partners.

The coordination of services established between partners in the One-Stop delivery system varies depending upon the customer service needs being addressed.

VII. ONE-STOP DELIVERY COSTS

Mandatory system partner programs and services will be co-located when possible, and are co-accessible through contract for service and/or through electronic linkages. This makes access to many "Core" services available anywhere and anytime. Intensive Services are accessible through the One-Stop System, whether co-located on-site or at partner agencies.

Each partner, through provision of direct service, cash contribution, contract for service, or provision of in-kind services is directly contributing to success of the system.

VIII. BREACH OF MOU

The One-Stop Delivery System partners agree that each shall fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern its activities. This MOU does not negate any operating procedures in effect.

If at any time a partner is unable to perform their functions under this MOU, such partner shall immediately provide written notice to the other partners describing its inability to fulfill the requirements. Failure to abide by this agreement is basis for termination by the other parties.

IX. IMPASSE RESOLUTION

The agencies agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. If an MOU impasse develops with a One-Stop Delivery System partner, which cannot be resolved between the State Workforce Investment Board and required partner(s), it will be forwarded to the Governor for resolution. If the impasse continues, the situation will be reported to the United States Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner's program.

X. MISCELLANEOUS PROVISIONS

A. Mutual Respect of Organizational Practices

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

B. Indemnification and Liability

By executing this MOU, each entity agrees to work together to deliver One-Stop services for business, employees, and those seeking employment. However, the entities are not legally "partners" to the extent that the term encompasses joint and several liabilities. Each legal entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

Grievances or complaints filed by businesses, employees, clients, or those seeking employment will need to follow the grievance and complaint procedures established by each individual partner agency for the programs they administer.

C. Assurances

1. All One-Stop Delivery System Partners agree to support the spirit and objectives of this MOU by:
 - a. Ensuring that the partner agency front-line staff is familiar with all programs and services available through the One-Stop Delivery System.
 - b. Communicating with front-line staff to ensure the objectives of the MOU and working arrangements of partner agencies are understood.
 - c. Participating, to the degree feasible, in an integrated Management Information system.
 - d. Meeting routinely to discuss and address the service delivery needs of One-Stop customers.

XI. EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS

The partners acknowledge familiarity and will abide by all applicable Federal and State of Montana laws, rules, regulations, policies, procedures, and reporting requirements. This includes, but is not limited to, discrimination policies, compliance with the Americans with Disabilities Act, and maintenance of drug free workplaces. Reference is made, but not limited to, Sec. 181 – “Requirements and Restrictions,” and Sec. 188 – “Nondiscrimination,” of the WIA. Provided, nothing contained herein shall be construed to limit the Tribal program(s) from providing preference to American Indians, consistent with established law.

XII. OVERSIGHT

Oversight of this MOU will be the responsibility of the Montana State Workforce Investment Board.

XIII. SIGNATURES TO THE MEMORANDUM OF UNDERSTANDING:

Per signature, we agree to enforce the aspects of this MOU.



Dan Miles, Chair
State Workforce Investment Board

8-29-07
(Date)



Joan Miles, Director
Department of Public Health & Human Services

9-7-07
(Date)



Sheila Stearns, Commissioner
Office of the Commissioner of Higher Ed

8-30-07
(Date)



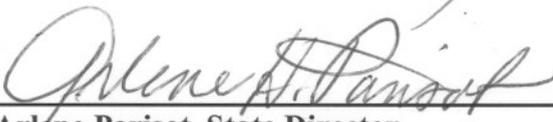
Linda McCulloch, Superintendent
Office of the Superintendent of Public Instruction

9-11-07
(Date)



Keith Kelly, Commissioner
Department of Labor & Industry

11 Sep 07
(Date)



Arlene Parisot, State Director
Workforce Development & 2-Year Education

8/31/07
(Date)



Bruce Day, Director
Rural Employment Opportunities

8/29/07
(Date)

See Attached (Signature Page 9A)

Linda Woods, Director
Trapper Creek Job Corps

(Date)

Anaconda Job Corps

See Attached (Signature Page 11A)

**Charles Camel, Director
Kicking Horse Job Corps**

(Date)

See Attached (Signature Page 1A)

**George G. Kipp IV, Director
Blackfeet Manpower Program**

(Date)

See Attached (Signature Page 2A)

**Rosella F. Stewart, WIA Director
Crow Nation**

(Date)

See Attached (Signature Page 3A)

**Jonna Stiffarm, TERO/EEOC/WIA Director
Chippewa Cree Tribe**

(Date)

See Attached (Signature Page 4A)

**Tescha Hawley, 477 Employment & Training Director
Fort Belknap Community**

(Date)

See Attached (Signature Page 5A)

**Rodney Miller, Manager of Development
Assiniboine & Sioux Tribes, Fort Peck Reservation**

(Date)

See Attached (Signature Page 6A)

**Isadore Whitewolf, WIA Director
Northern Cheyenne Tribe**

(Date)

See Attached (Signature Page 7A)

**Arlene Templer, DHRD & 477 E&T Director
Confederated Salish & Kootenai Tribes**

(Date)

See Attached (Signature Page 8A)

**Patricia Maki, Executive Director
Montana United Indian Association
TRIBAL COUNCIL PRESIDENTS/CHAIRS**

(Date)

See Attached (Signature Page 1A)
Earl Old Person, Chairman
Blackfeet Tribal Business Council _____ (Date)

See Attached (Signature Page 2A)
Carl Venne, Chairman
Crow Tribal Council _____ (Date)

See Attached (Signature Page 3A)
John "Chance" Houle, Chairman
Chippewa Cree Business Committee _____ (Date)

See Attached (Signature Page 4A)
Julia Doney, President
Fort Belknap Community Council _____ (Date)

See Attached (Signature Page 5A)
John Morales, Chairman
Fort Peck Tribal Executive Board _____ (Date)

See Attached (Signature Page 6A)
Eugene Little Coyote, President
Northern Cheyenne Tribal Council _____ (Date)

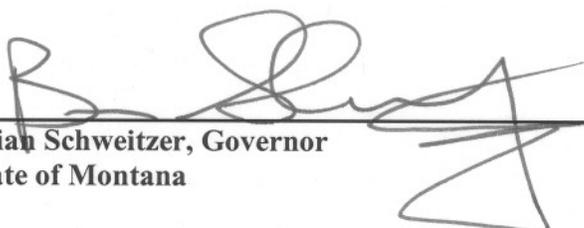
See Attached (Signature Page 7A)
James Steele Jr., Chairman
Salish & Kootenai Tribal Council _____ (Date)

See Attached (Signature Page 8A)
John Pamburn, Chairperson
Montana United Indian Association _____ (Date)

XIV. GOVERNOR'S CERTIFICATION:

This Memorandum of Understanding is approved and was presented to me for my signature

on the 15 day of October 2007.



Brian Schweitzer, Governor
State of Montana

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

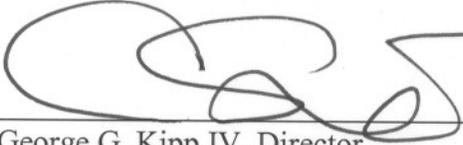
Signature Page 1A:

Blackfeet Tribe



Earl Old Person, Chairman
Blackfeet Tribal Business Council

8/3/07
(Date)



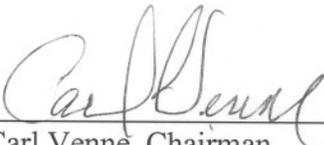
George G. Kipp IV, Director
Blackfeet Manpower Program

8/3/07
(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

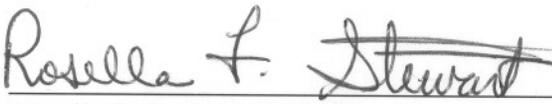
Signature Page 2A:

Crow Tribe



Carl Venne, Chairman
Crow Tribal Council

8-8-07
(Date)



Rosella F. Stewart, WIA Director
Crow Nation

8-6-07
(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

Signature Page 3A:

Chippewa Cree Tribe



John "Chance" Houle, Chairman
Chippewa Cree Business Committee

8-7-07
(Date)



~~Loretta Russette~~, TERO/EEOC/WIA Director
Chippewa Cree Tribe

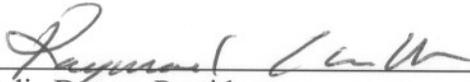
8-7-07
(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

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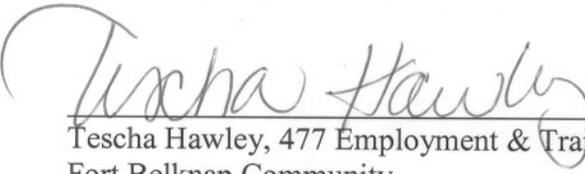
Signature Page 4A:

Fort Belknap Community



Julia Doney, President
Fort Belknap Community Council

9/17/07
(Date)



Tescha Hawley, 477 Employment & Training Director
Fort Belknap Community

Sept 12, 2007
(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

Signature Page 5A:

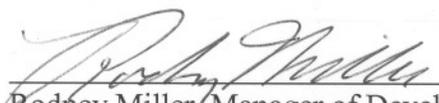
Fort Peck Reservation



John Morales, Chairman
Fort Peck Tribal Executive Board

Aug 8, 2007

(Date)



Rodney Miller, Manager of Development
Assiniboine & Sioux Tribes, Fort Peck Reservation

August 08, 2007

(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

Signature Page 6A:

Northern Cheyenne Tribe



Eugene Little Coyote, President
Northern Cheyenne Tribal Council

8/8/07
(Date)



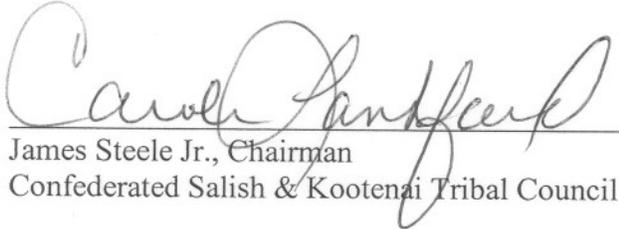
Isadore Whitewolf, WIA Director
Northern Cheyenne Tribe

8-15-07
(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

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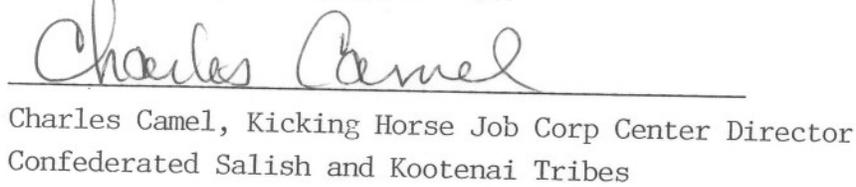
Confederated Salish Kootenai Tribes


James Steele Jr., Chairman
Confederated Salish & Kootenai Tribal Council

9/27/07
(Date)


Ariene Tempier, DHRD & 477 E&T Director
Confederated Salish & Kootenai Tribes

9/26/07
(Date)


Charles Camel, Kicking Horse Job Corp Center Director
Confederated Salish and Kootenai Tribes

9/26/07
(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

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SEP 18 2007

Workforce Services Division

Signature Page 8A:

Montana United Indian Association (MUIA)

John Pamburn, Chairperson
Montana United Indian Association

(Date)

Patricia Maki

Patricia Maki, Executive Director
Montana United Indian Association

Aug 30, 2007

(Date)

MEMORANDUM OF UNDERSTANDING

State of Montana

One-Stop Delivery System

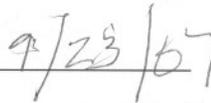
Signature Page 8A:

Montana

United Indian Association (MUIA)



John Pamburn, Chairperson
Montana United Indian Association



(Date)

Patricia Maki, Executive Director
Montana United Indian Association

(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

Signature Page 9A:

Trapper Creek Job Corps

Linda J Woods

Linda Woods, Director
Trapper Creek Job Corps

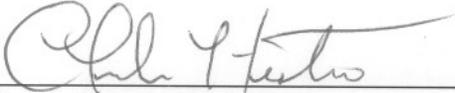
8/20/07

(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

Signature Page 10A:

Anaconda Job Corps



Charlie Hester, Director
Anaconda Job Corps

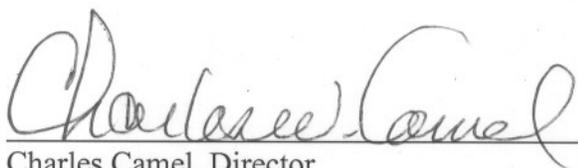
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(Date)

MEMORANDUM OF UNDERSTANDING
State of Montana
One-Stop Delivery System

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Workforce Services Division

Signature Page 11A:

Kicking Horse Job Corps



Charles Camel, Director
Kicking Horse Job Corps

8/10/07
(Date)