

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
JOB SERVICE NORTH DAKOTA
AND
MOTIVATION EDUCATION AND TRAINING INC.**

This Memorandum of Understanding (MOU) is entered into by Job Service North Dakota (JSND) and Motivation Education and Training Inc. (MET). Collectively, JSND and MET may hereinafter be referred to as the "Parties".

I. PURPOSE

The purpose of this MOU is to coordinate activities and services between JSND and MET to better serve North Dakota's migrant and seasonal farmworker (MSFW) population and establish protocols to share information regarding MSFWs located in North Dakota.

II. STATEMENT OF WORK

A. The Parties mutually agree to complete the following activities in support of the collaboration:

1. Outreach efforts to the MSFW population will be coordinated between JSND MSFW outreach staff and MET staff to the best extent possible. Coordination efforts will include, but are not limited to, providing required information on the partner's programs and/or services during outreach, conducting joint outreach and reporting outreach activities and contacts to the other party. Outreach plans will be shared and compared to identify efforts that could be combined and to identify areas where outreach and/or service delivery is inadequate.
2. Strategies will be developed to ensure service delivery collaboration exists for MSFWs in local areas where no JSND MSFW outreach staff are present. This may include the use of technology and other innovative outreach protocols, as well as collaborative partnerships with other state, regional, or local social service agencies.
3. MET staff will be encouraged to have their participants register with JSND'S labor exchange system, Virtual One Stop (VOS) or its successor. MET staff may refer participants to local JSND staff to assist with navigation of the VOS system.
4. Participants will be co-enrolled, when appropriate. The Parties will encourage local JSND and local MET providers to develop strategies on how to avoid the duplication of services and maximize each other's effectiveness in meeting MSFW needs. Strategies will include development of formal referral forms by the local MET providers and corresponding JSND's that can be used by both parties to refer possible candidates for services and/or eligibility determination. Co-enrollments with the JSND local offices can be in any program for which the candidate may be determined eligible, such as Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth, and Wagner-Peyser. Desk aids and program fact sheets with general eligibility criteria and program requirements will be shared between Parties to maximize quality referrals.

5. The Parties agree to share information regarding MSFWs, including but not limited to, number of outreach contacts made, number of participants enrolled, number of referrals made, services provided, performance indicators, labor market and wage information, supportive services available, and participants receiving reemployment assistance benefits.
 6. MET agrees to the reporting of apparent violations and referral of complaints to local JSND offices MSFW outreach staff or State Monitor Advocate (SMA). MET local providers will post JSND's Complaint Poster onsite and refer individuals who wish to file a complaint against their employer or a local JSND office to the local JSND office Complaint Specialist, or to the SMA directly, as indicated on the poster.
 7. Coordinate Emergency Assistance needs for MSFWs.
 8. JSND SMA Staff and MET staff will meet quarterly, either in person or by telephone conference. JSND WIOA program staff will be invited to attend at least one meeting per program year.
 9. The Parties agree to collaborate on special projects and training, as required.
 10. The Parties will ensure that all confidential information shared through the implementation of this MOU is protected and only accessible to staff who have a valid need to know the information for legitimate business purposes as determined by each respective Party.
- B. JSND Responsibilities:
1. Ensure outreach staff assigned to MSFW One- Stops are available and trained to provide full range information of One- Stop services, benefits and protections, MET services, and any other organizations serving the MSFW community.
 2. Provide information to MSFWs on farmworker rights and assistance in filing complaints. Violations reported anonymously will also be referred for investigation.
 3. JSND website will have a link to MET information within the document section of jobsnd.com.
 4. JSND SMA will assist MET in initiating discussions between local JSND providers as needed to ensure collaboration and that MSFWs are effectively served.
 5. Provide MET with information and training to navigate VOS, the state's labor exchange system, through the local offices.
 6. Share and request comments on its Agricultural Outreach Plan which is submitted to the U.S. Department of Labor, Employment and Training Administration.

7. Share its Annual Summary of Services to MSFWs that highlights activities performed and services provided to MSFWs during the program year.

C. MET Responsibilities:

1. Ensure that all direct service providers throughout the state enter into a WIOA-based Memorandum of Understanding with the JSND local offices in their service area which details the specific types and levels of shared responsibilities, participant referral processes, joint outreach and case management strategies, and recognizes that the MET provider is a required partner of the JSND local offices.
2. Ensure that all participants are enrolled in the Virtual One Stop (VOS) or its successor and are referred to JSND local office employment specialists as needed in their career development trajectory.
3. Work with the JSND MSFW outreach staff in the development of joint outreach strategies, coordination of participant data files, co-enrollment processes, conducting joint WIOA related professional development for both MET and JSND outreach staff, and exploring ways to better serve out-of-school MSFW youth.

III. COST

The Parties agree that no reimbursement will be sought under the terms of this MOU. Should the Parties mutually agree to produce or attend a special event or project, any agreements regarding cost, finance, and budget may be separately entered into at that time, and are not part of this MOU. Any reimbursement costs associated with the data-sharing agreement referenced above will be addressed through a separate agreement.

IV. DURATION

This MOU shall take effect on the last date of signature by both Parties and shall remain in effect until terminated pursuant to Section VI. After the termination of this MOU, regardless of the reason, the obligations of Sections V through VII shall survive the expiration or termination of this MOU.

V. ASSURANCES

- A. Information exchanged between the Parties shall be used solely for the purposes stated in this MOU, and as authorized by law.
- B. Information thus exchanged between the Parties may not be re-disclosed by the Parties except as authorized by law.
- C. The Parties understand and acknowledge that neither Party warrants the accuracy of the information shared.

- D. The Parties will make reasonable efforts to cooperate to resolve all MOU and technical matters related to this MOU.

VI. TERMINATIONS/MODIFICATIONS

- A. This MOU incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning coordination and services provided to MSFWs. With the exception of designating or changing liaisons in Section X, any changes, alterations, deletions, or additions to the terms set for in this MOU must be by written amendment executed by the Parties. Changes will be contingent upon state and federal mandates and state policy considerations.
- B. The Parties agree that either Party has the right to terminate this MOU without cause, for its own convenience or in the event another entity receives the National Farmworker Jobs Program (NFJP) grant, by providing a minimum of thirty (30) calendar day's written notice thereof to the other Party.

VII. LIABILITY AND INDEMINIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of any confidential information exchanged under this MOU. Nothing in this section shall be construed as to an indemnity or a waiver of sovereign immunity enjoyed by any Party to this MOU.

VIII. MOU LIAISONS

- A. JSND designates as its liaison for all issues relating to this MOU, Scott McGregor, whose title is Program Administrator II (State Monitor Advocate), and who can be contacted by telephone at (701) 328-1976, or by e-mail at smcgrego@nd.gov, and whose address is 1000 E Divide Bismarck, North Dakota 58503.
- B. MET designates as its liaison for all issues relating to this MOU, Claribel Almonte, whose title is ND workforce Development Specialist, and who can be contacted by telephone at (701) 352-4903, or by e-mail at almonte@metinc.org, and whose address is 45 West 6th Street, Grafton, North Dakota 58237.

IN WITNESS THEREOF, the Parties agree to the terms and conditions of this MOU, and upon placing their signatures, have hereby caused this five (5) page MOU to be executed.

JOB SERVICE NORTH DAKOTA

By:


Signature


Date

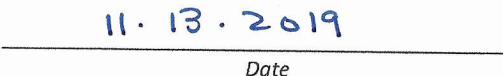
Printed Name: Bryan Klipfel

Title: Executive Director

**MOTIVATION EDUCATION AND
TRAINING INC.**

By:


Signature


Date

Printed Name: Stacey Taylor

Title: Executive Director