

Northwest Washington
MEMORANDUM OF UNDERSTANDING
For Implementation of the Workforce Investment Act

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement for cooperation and consultation with regard to implementation of the Workforce Investment Act among the following organizations (the organizations):

Northwest Workforce Development Council (Council) and,
Bellingham Technical College
Cascades Job Corps Center
Division of Vocational Rehabilitation
Economic Development Association of Skagit County
Employment Security Department
OIC of Washington
Skagit County Community Action Agency
Skagit Valley College
Whatcom Community College

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among the organizations and to set forth the relative responsibilities of the organizations insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Investment Act. The Agreement is not intended to define nor describe all the myriad working relationships and partnerships prevalent in the workforce development system. Organizations party to this Agreement with the Workforce Development Council are encouraged to pursue and nurture working relationships with these and any other organizations which further the integration of services and enhanced outcomes for mutual customers.

To ensure the utmost flexibility for all organizations within this Agreement, it is understood and agreed that two or more organizations may enter into separate Supplemental Agreements among themselves. Such Supplemental Agreements, when relevant to the Workforce Investment Act, may become part of this Agreement as long as they are consistent with the terms of this Agreement and do not impose any duties or obligations on any other party to this Agreement without such party's express written consent. The Supplemental Agreements shall specify what the individual agreements are and the obligations that are applicable to the two or more organizations involved in such Supplemental Agreements. These Supplemental Agreements shall also be subject to all the terms in this Agreement, including but not limited to, the limitations set forth in Sections VI, IX, and X of this Agreement.

II. Strategic Vision for the System

The organizations agree to support the *vision, mission, and strategic goals set forth by the COUNCIL* for the workforce development system through organizational policies and resources, where appropriate.

Vision: To excel at providing workforce services which assist workers and businesses to achieve success in the global economy.

Mission: The development and preparation of a world class labor force that meets the needs of local businesses through more efficient and effective service delivery to customers and through increasing the capacity of customers, workforce organizations, staff, and communities.

Goal 1: Continue to build the system envisioned by the Workforce Investment Act by leading the design, implementation, and accountability of a one-stop WorkSource system which:

- 1) integrates and streamlines education, employment and training services for youth and adults;
- 2) reinforces retraining and retention of the current workforce;
- 3) provides valued services and dependable results for business and the workforce; and
- 4) fosters community collaborations and partnerships.

Goal 2: Promote the importance of life long learning for workers, and a systemic approach which ensures:

- 1) all students (pre-k-post secondary) have a quality education preparing them to succeed in the ever-changing world of work;
- 2) adults of all ages entering, already in the workforce, or in transition between jobs, are encouraged and have ample opportunities to upgrade their skills in response to changing workforce needs and challenges and;
- 3) effective school to work connections are afforded everyone.

Goal 3: Create and provide quality, competency-based, workforce preparation services which use employer defined workforce skill standards and essential academic learning requirements so that all students and workers are able to acquire the skills, knowledge, and abilities required to equip them as life long workforce learners.

Goal 4: Ensure business customers are satisfied with results of the workforce preparation system and workers have the skills to be competitive in the global economy.

Goal 5: Promote community collaborations and the awareness and support of workforce development issues, policies, and initiatives. Ensure, through formal mechanisms, customers are connected to the appropriate community support services that address their life support needs.

Goal 6: Establish the Northwest Workforce Development Council as an active and supportive economic development partner by delivering workforce strategies aligned to community economic development initiatives.

III. Duration of Agreement

The Agreement will commence on the first day of July 2006, and shall remain in full force and effect until the 30th day of June 2011 or until the Agreement is canceled by the organizations or the Council in accordance with the terms set forth herein.

IV. Program Description

It is agreed by the organizations listed in this agreement to conduct the following, whenever feasible:

1. To jointly promote and pursue the further integration of programs through joint planning;
2. To align planning and budgeting processes and to conduct these functions jointly;
3. To jointly identify, support and incorporate workforce skill standards and industry performance measures to drive common outcomes
4. To coordinate resources and programs and to promote a more streamlined and efficient workforce development system;
5. To promote information sharing and the coordination of activities to improve performance of local partners;
6. To use common release of information processes subject to all applicable confidentiality provisions to preserve the privacy of customer personal information and to preserve records for the period required by law;
7. To identify and remove barriers to the coordination and integration of programs;
8. To promote the development and implementation of a unified system of measuring performance and accountability under the Workforce Investment Act;
9. To promote the development of common data systems to track progress and measure performance;
10. To participate in providing workforce development-related performance information to the Council to ensure effective workforce development system oversight;
11. To promote equal, effective and meaningful participation by all individuals through program accessibility, reasonable accommodations, and auxiliary aids and services: and
12. To participate in the certification or recertification process at the sites where the organization coordinates or provides their services.

V. General Provisions

It is understood by the organizations that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.

VI. Responsibilities of the Organizations Under Agreement

In consideration of the mutual aims and desires of the organizations participating in this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the organizations agree that their respective responsibilities under this agreement shall be as follows:

A. The Workforce Development Council shall:

In partnership with the Local Elected Officials, fulfill the requirements of the federal Workforce Investment Act of 1998 (P.L. 105-220) including:

- Develop and manage a five (5) year strategic plan that connects all investments in workforce development
- Provide strategic oversight to the workforce delivery system
- Oversee the WorkSource-Northwest One Stop delivery system,
- Develop and enter into a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area
- Certify WorkSource-Northwest one-stop centers and affiliate sites
- Promote quality in customer service, products and processes
- Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes

B. Organizations:

Each organization agrees to actively support the organizational structure of the WorkSource-Northwest Partnership as defined in the document the *Northwest Partnership for Workforce Development: A Guide for Partners and Stakeholders, October 1999*, and subsequent approved updates.

Each organization agrees to promote the provision of that organization's authorized core services, as defined by WIA (1998), through the WorkSource Northwest one-stop delivery system. The minimum core services, as defined by WIA, for those organizations mandated to participate, include:

1. eligibility determination

2. outreach, intake, and orientation to the information and other services available through the one-stop delivery system
3. initial assessment of skill levels, aptitudes, abilities, and support service needs
4. job search and placement assistance, and career counseling where appropriate
5. provision of labor market information (e.g., job vacancy listings, information on job skills required; information on demand occupations)
6. provision of performance information and program cost information from eligible training providers
7. provision of information on the one-stop system's performance measures
8. provision of information on the availability of support services, including child care and transportation, and referral to such services
9. provision of information regarding filing for unemployment compensation
10. assistance in establishing eligibility for financial aid assistance
11. follow-up services for not less than twelve months after the first day of employment

C. Organization Commitments:

System-wide Commitments

Each of the organizations party to this agreement commits to employ strategies to achieve their commitments to the WorkSource Northwest one-stop delivery system to include:

- a) *CORE SERVICES* to be provided by each organization as part of the one-stop delivery system.
- b) Participation in a *COMMON REFERRAL SYSTEM*
- c) *Use of SKILL STANDARDS*
- d) Participation in *CROSS ORGANIZATION TRAINING* to promote staff development and awareness
- e) Ensure *CUSTOMER* groups are served
- f) Participate in the use of *COMMON TECHNOLOGY*
- g) Participate in the *COMMON CUSTOMER SATISFACTION SYSTEM*

Each of the organizations party to this agreement commit to integration of the WorkSource-Northwest Partnership's *Competencies for Workforce Development Professionals* within their individual organization's staff development, staff recruitment, and staff evaluation functions when and where possible.

Organizations party to this agreement commit to the use and continued evolution of the Partnership's common products and processes.

Each of the Organizations party to this agreement commit to the continuous quality improvement initiatives of the Partnership.

WorkSource Northwest One Stop Career Center Commitments

Each of the organizations party to this agreement supports the following WorkSource Northwest one stop career center operation policies and procedures:

- cooperative operation and management of WorkSource-Northwest Centers and on-site staff as described in that site's Operating Agreement, staff protocols, other operational and organization protocols
- operate in accordance with the Council's certification quality standards
- have resident staff attend Center All Staff meetings and Partnership meetings, reflective of their membership
- maintain security of the building, staff, customers, and equipment

For each Center, Partners enter into an Operating Agreement specifying how service delivery shall take place at the specific Center. The Operating Agreement specifies the roles of co-located partners, site management staff and teams, as well as the activities and services the partner organizations provide.

VII. Complaint Procedures

Customer complaints arising within the WorkSource-Northwest One Stop system shall be handled in accordance with all applicable laws, policies, organization agreements and regional protocols. In general, complaints arising regarding program services shall be referred to the appropriate organization's designated staff person who will make a report regarding the resolution of that complaint to the One Stop operator.

Complaints arising from customers' use of universal services or non-program services shall be forwarded to the site's Center Manager/Coordinator and, if a particular employee is involved, their organization's manager, who in turn, shall forward a resolution report to the One Stop operator. If it is a confidential personnel matter, a general statement of resolution will be forwarded. Complaints regarding issues of equal access or equal opportunity shall be forwarded to the EO Officer of the One Stop Operator, who shall report on the resolution to the Council.

VIII. Levels of Partnership

Founding Partners include EDASC and SCCAA, which have supported the WorkSource-Northwest integrated system concept from inception and are afforded full Partner rights and privileges.

Funding Partners include all WIA required partners who support the WorkSource-Northwest integrated system through active participation in resource sharing and in accordance with the terms of this agreement.

Associate Partners are those organizations who wish to participate in building and/or expanding integrated workforce services, are non WIA required partners, and are currently unable to fiscally support the WorkSource-Northwest integrated system. Associate Partners may participate in Leadership Team discussions but do not have the privilege of Partnership decision making or access to SKIES, WMS or other common databases.

IX. Resource Sharing

The purpose of the Resource Sharing Agreement is to establish the terms and conditions under which the parties share resources in performance of the WorkSource-Northwest system of career centers. The parties will share costs and resources needed to operate the WorkSource-Northwest Career Centers, i.e., the costs associated with providing the planned shared services at each Career Center, which may include but are not limited to: rent, utilities, janitorial, general operational and maintenance supplies, copier rent, telephone service, software licenses and maintenance, and supplies.

A. Cost Allocation Methodology

Allocations of costs for the WorkSource-Northwest Career Centers (Center) can be based on a number of acceptable methodologies, e.g., the percentage of the organization's full time equivalent (FTE) employees or workstations at the Center, the square footage occupied by the organization, or other comparable methods consistent with applicable Federal law.

B. In-Kind Arrangements

In addition to selecting a method for the allocation of on-going costs, parties may contribute to the costs of the WorkSource-Northwest system on an in-kind basis. Parties contributing a pro rata share of ongoing cash costs may additionally contribute in-kind resources.

C. Fiscal Leads

The Council, as a member of the Partnership, is designated by the organizations to be responsible for the fiscal activities related to the operation of the Resource Sharing (Part IX) of this Agreement.

X. System Support

The participating organizations commit to align, in accordance with each organization's rules and regulations, available organization resources toward the workforce development system integration over time. Resources may include cash, in-kind, or other. Each organization is responsible for the costs of that organization in carrying out that organization's commitments of Section VI, Part C. In no event, except as may be provided in a Supplemental Agreement, shall any organization be obligated to pay or reimburse any expense incurred by another organization under this Agreement.

XI. Indemnification

The parties recognize that the partnership consists of various levels of government, not for profit, and for profit entities. Each state agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No state Agency party assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. Each non-state organization party will hold harmless and defend all other parties to this Agreement from any and all claims for damages, including costs and attorneys fees resulting in whole or in part from the party or its agent's activities under the Agreement.

XII. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the organizations and the Workforce Development Council. Each organization may cancel its participation in the Agreement upon sixty (60) days written notice to the other organizations. In the event an organization determines that funds are unavailable to carry out the activities set forth in this Agreement, the organization shall terminate this Agreement by notifying all other organizations and the Workforce Development Council in writing immediately and the Agreement shall terminate upon the delivery of such written notification. When the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Agreement, it may be canceled upon delivery of written notice to the other organizations and the Workforce Development Council.

XIII. Federal and State Non-Discrimination Clause

Parties to this agreement shall comply with all applicable local, state, and federal nondiscrimination laws, regulations, rules, and ordinances. Parties shall not discriminate or deny services and shall ensure that equal access is provided to all eligible individuals without regard to age, sex, marital status, race, or color, national origin, religion, political affiliation, or belief, or disability, in both program participation and employment, and on the basis of citizenship and participation for WIA programs.

APPROVED:

The undersigned organizations bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until executed by all Parties involved.

Northwest Workforce Development Council

By: [Signature]
Name

CHAIR 3/15/07
Title Date

Employment Security Department

By: [Signature]
Name

Whatcom Source Area Director 2/7/06
Title Date

Bellingham Technical College

By: [Signature]
Name

PRESIDENT 12/13/06
Title Date

OIC of Washington

By: [Signature]
Name

Exec Director 4-25-07
Title Date

Cascades Job Corps Center

By: [Signature]
Name

Center Director 3/20/07
Title Date

Skagit County Community Action Agency

By: [Signature]
Name

EXECUTIVE DIRECTOR 3-20-07
Title Date

Division of Vocational Rehabilitation

By: [Signature]
Name

Voc Rehab. Supervisor 2-13-06
Title Date

Skagit Valley College

By: [Signature]
Name

President 12-13-06
Title Date

Economic Development Association of Skagit County

By: [Signature]
Name

Executive Director 4/20/07
Title Date

Whatcom Community College

By: [Signature]
Name

President 4/25/07
Title Date

**Northwest Workforce
Development Council** (as Program
Operator for WIA Title IB Adult, Youth
and Dislocated Worker and for Older
Americans Act- title V.)

By: Gay Rubright
Name

Executive Director 12/13/06
Title Date