

## MEMORANDUM OF UNDERSTANDING CHELAN/DOUGLAS 2017-2020

*The following Memorandum of Understanding (MOU) between the North Central Washington Workforce Development Board and the following workforce agencies (hereinafter called partners) sets forth the terms of agreement for implementing the One-Stop System as a local network of affiliated sites in Chelan/Douglas Counties.*

- Employment Security Department (Certified Wenatchee Affiliate Center)
- SkillSource
- Wenatchee Valley College
- DSHS/Division of Vocational Rehabilitation
- DSHS/ Community Services Division
- Opportunities Industrialization Center
- Chelan Douglas Community Action Council
- Service Alternatives
- Department of Services for the Blind

### **I. Purpose of Agreement**

This MOU establishes a cooperative and mutually beneficial relationship among the partners and sets forth their relative responsibilities as they relate to one-stop duties, obligations, and responsibilities to provide seamless service delivery pursuant to section 121 of the Workforce Innovation and Opportunity Act.

### **II. Strategic Vision for the System**

The Partners agree to support the ***vision and strategic goals set forth by the North Central Workforce Development Board's Regional Workforce Plan (RWP)*** to the extent consistent with Partner missions.

**Vision:** By 2020, the region will have an informed, productive workforce sustained by a collaborative workforce development system leading to a middle class standard of living.

### **RWP Goal #4: North Central's workforce knows about partners' programs and services**

**Objective 4.1.1:** Implement process and outcome measures that indicate access to multiple programs' services.

**Objective 4.2.1:** Partners collaborate to make sure all one-stop customers are informed about the full array of programs and services

### **III. Duration of Agreement**

The Agreement will commence on the 1st day of July 2017 and remain in effect until the 30th day of June, 2020 or until the Agreement is canceled by the partners in accordance with Section XII. This agreement shall be reviewed in three years.

### **IV. The Workforce Development Board shall:**

- Develop a four (4) year strategic plan for the local workforce development area
- Convene and support One-Stop partners
- Develop and enter into a Memorandum of Understanding with partners
- Assist Local Elected Officials fulfill the requirements of Federal Policy
- Conduct Equal Opportunity Training and Reviews of Title I Service Providers

## **V. Description of Services**

### **a. Access:**

Partners agree to provide access by having a program staff member physically present to provide meaningful information;

### **b. Career Services:**

Partners agree to provide career services in accordance with Appendix A.

Partners agree to coordinate to the maximum extent feasible through:

- Effective communication and information sharing,
- Joint planning and design processes,
- Commitment to a shared vision, common goals, strategies, and performance measures,
- The use of common and/or linked data and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to maximize outcomes and customer satisfaction, and
- Attend regularly scheduled partner meetings

### **c. Integrated Customer Referral System:**

Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs within the Chelan Douglas One-Stop system
- Develop materials summarizing their program requirements and making them available for partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms where appropriate,
- Provide substantive referrals to customers who may be eligible for services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

### **d. One Stop Certification:**

Partners agree to cooperate with the Board and Operator to fulfill center certification requirements.

## **VI. Budget**

Each affiliated location agrees to independently fund the costs associated with providing Access and applicable Career services.

## **VII. Accessibility**

All persons, including individuals with barriers to employment, will encounter a welcoming environment, multi-media information and flexible hours in order to learn about the partners' programs and services.

### Physical Accessibility

Affiliated sites and partners will maintain a culture of inclusiveness and the physical characteristics of facilities, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

#### Virtual Accessibility

Affiliated sites will ensure that workers and businesses have access to the same information online as they do in a physical facility. Partners will communicate so public can readily understand and consume such information. Partners will usually have a website explaining the services available by their One-Stop program.

#### Communication Accessibility

Individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### **VIII. Equal Opportunity**

All parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

### **IX. Jobs for Veterans Act**

Partners agree to comply with the federal Jobs for Veterans Act (P.L. 107-228) as applicable, as well as Washington State Policy 1009 Revision 1: Priority of Service for Veterans and Eligible Spouses.

### **X. Supplemental Agreements**

To ensure flexibility for all partners within this Agreement, it is understood and agreed that two or more partners may enter into separate Supplemental Agreements among themselves. These Supplemental Agreements shall not preclude or negate any terms or conditions set forth in this Agreement (MOU).

### **XI. Indemnification**

The partners recognize that the partnership consists of local, state, federal agencies, not-for-profit, and for-profit entities. Each partner shall indemnify and hold harmless other partners from all claims, costs, damages, or expenses arising out of the negligence of the partners. In the case of negligence of two or more partners, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each partner.

### **XII. Amendment or Cancellation of Agreement**

The Agreement may be amended at any time in writing and by mutual consent of the partners, and the Workforce Development Council. Partners suggesting a modification to any element in the MOU must submit the proposed change in writing to the WDC providing 60 days for discussion with the other partners. Each partner may cancel its participation in the Agreement upon sixty (60) days written notice to the other partners.

In the event a partner determines that funds are unavailable to carry out the activities set forth in this Agreement, the partner shall terminate this Agreement by notifying all other partners 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 partners.

### **XIII. General Provisions**

Partners are expected to meet their responsibilities under this MOU in accordance with the laws and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures.

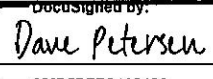
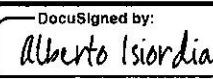

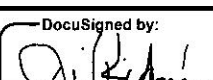
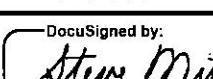
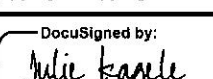
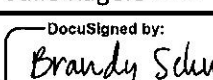
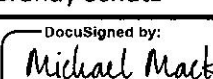
Nothing in this section prohibits a partner from sharing co-location costs with one or more additional partners. Cost-sharing resources may include cash, in-kind, or other. Each partner is responsible for the costs of its agency in carrying out that agency's commitments of Section V. In no event shall any agency be obligated to pay any expense incurred by another agency under this Agreement.


### **XIV. Transition**

Partners agree to make a good faith effort to fulfill these MOU commitments. Implementation is expected to be gradual and steady during a one year transition period from July 1, 2017 thru June 30, 2018.

**XV. Signatures**

The undersigned agencies agree to the faithful performance of this Agreement.

Authorized Signatory	Partner	Date
By:  Dave Petersen	North Central Workforce Development Board	7/28/2017
By:  Alberto Isiordia	Employment Security Department	7/31/2017
By:  Lisa Romine	SkillSource	7/28/2017
By: (signature on separate page) Doni Kotas-Turner	DSHS/Division of Vocational Rehabilitation	
By: Babs Roberts	DSHS/ Community Services Division	
By:  Jim Richardson	Wenatchee Valley College	7/28/2017
By:  Steve Mitchell	Opportunities Industrialization Center	7/31/2017
By:  Julie Kagele	Chelan Douglas Community Action Council	7/31/2017
By:  Brandy Schutz	Service Alternatives	7/31/2017
By:  Michael Mackillop	Department of Services for the Blind	8/7/2017

By: 	Forum of County Commissioners	
Commissioner Keith Goehner		

**XV. Signatures**

The undersigned agencies agree to the faithful performance of this Agreement.

Authorized Signatory	Partner	Date
By: Dave Petersen	North Central Workforce Development Board	
By: Alberto Isiordia	Employment Security Department	
By: Lisa Romine	SkillSource	
By: <i>Doni Kotas-Turner</i> Doni Kotas-Turner	DSHS/Division of Vocational Rehabilitation	8/13/17
By: Babs Roberts	DSHS/ Community Services Division	
By: Jim Richardson	Wenatchee Valley College	
By: Steve Mitchell	Opportunities Industrialization Center	
By: Julie Kagele	Chelan Douglas Community Action Council	
By: Julie Bethea	Service Alternatives	
By: Michael MacKillop	Department of Services for the Blind	

