



JUNE 1, 2017- JUNE 30, 2020
MEMORANDUM OF UNDERSTANDING
WORKFORCE DEVELOPMENT COUNCIL OF
SEATTLE-KING COUNTY



A proud partner of the  **americanjobcenter** network

May 30, 2017

Dear Community Stakeholder,

This Memorandum of Understanding (MOU) is among the Local Workforce Development Board (Workforce Development Council of Seattle-King County), the Chief Local Elected Officials representing the City of Seattle and King County (CLEOs), and the Workforce Innovation and Opportunity Act partners relating to the operation of the WorkSource Seattle-King County one-stop service delivery system. The MOU ensures compliance with the Workforce Innovation and Opportunity Act and its implementing regulations, and provides the framework to achieve our shared goal of providing a comprehensive, seamless customer-facing service delivery system.

Sincerely,

Marléna Sessions
Chief Executive Officer
Workforce Development Council of Seattle-King County

1. Introduction

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the local workforce development board, Workforce Development Council of Seattle-King County, hereafter referred to as "WDC," the One-Stop Operator, hereafter referred to as "Operator", the WorkSource Seattle-King County System signatory partners, hereafter referred to as "WorkSource partners," and the Chief Local Elected Officials, hereafter referred to as "CLEOs."

The Workforce Innovation and Opportunity Act (WIOA) states that each required partner shall enter into a MOU with the local workforce development board and CLEOs outlining (1) a description of services provided by partners within the One-Stop delivery system, (2) How the cost of the identified services and operating costs of the system will be funded, and (3) a method for referrals.

This Seattle-King County MOU strengthens how various services and resources will be provided to better serve our mutual customers, both job seekers and employers, through an integrated system of service delivery between participating partners.

Currently the WorkSource system in the Seattle-King County region consists of the following WorkSource Sites: 2 comprehensive sites, 6 affiliate sites, and 30 connection sites. Together the WorkSource partners and WorkSource Sites comprise the America's Job Center Network in the region. It is understood that the continued development of these sites will require mutual trust and teamwork between the WorkSource partnering agencies, all working together to accomplish shared goals.

2. Background

On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA). The WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.

In response to the passage of WIOA, the Washington State Workforce Board developed and approved a new Strategic Workforce Plan. *Talent and Prosperity for All*, the State Strategic Workforce Plan supports the vision of WIOA and provides the State framework for implementing the new law. The WDC developed the *2016-2020 Seattle-King County Workforce Development Plan* to support the State vision and implement WIOA to most effectively meet the needs of local job seekers, workers and employers. The local workforce plan was approved by the State Workforce Board in June, 2016 and established the framework for the implementation of WIOA in the Seattle-King County region.

As per WIOA, the local plan, and the interests of stakeholders and the CLEOs, this MOU reflects an expanded focus on assuring that services reach those most in need throughout the community. Comments the WDC received in response to its workforce plan draft, and feedback from the CLEOs led to efforts to expand the network of partners and programs engaged in the delivery of workforce services to reach job seekers where they are, in the community. The expansion of in-community outreach and Connection Sites documented in this MOU are in support of this identified need.

This MOU establishes the framework for a collaborative and mutually beneficial relationship among the partners of the WorkSource Seattle-King County System in order to reduce redundancy, increase cost efficiency and continuously improve services to our customers.

3. WIOA Requirements and References

- WIOA Section 121(c) requires that the WDC develop and enter into a memorandum of understanding between the WDC and its partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with the WDC pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the required and optional partners and states that the required partners must use a portion of their funding to make programs and services available through the one-stop (WorkSource) system.
- WIOA Section 121(b)(1)(A)(ii) requires specifies that the partners must use a portion of their funding to cover one-stop infrastructure costs.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the Seattle-King County WorkSource system and that participation in the WorkSource system is in addition to other requirements applicable to each partner's program under each authorizing law.

4. Purpose of the MOU

- Establish a cooperative working relationship among WorkSource partners;
- Define respective roles and responsibilities related to the operation and continued development of the regional WorkSource system;
- Coordinate resources to prevent duplication;
- Develop a one-stop WorkSource system and create a seamless customer experience;
- Ensure the effective, efficient and fully accessible delivery of workforce services;
- Establish joint processes and procedures that will enable partners to align and integrate programs and activities across the WorkSource System;
- Increase and maximize access to workforce services for individuals with barriers to employment; and
- Coordinate the implementation of state workforce development initiatives.

The signatories agree to work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the WorkSource Seattle-King County system. In addition, the parties agree to:

- Continuously build partnership;
- Participate in continuous improvement activities;
- Adhere to common data collection and reporting needs;
- Make available to customers through the WorkSource system the services that are applicable to partner's programs;
- Participate in the operation of the WorkSource system consistent with the terms of the MOU, the local workforce plan and requirements of applicable laws;
- Participate in staff capacity-building and development, including but not limited to cross-training among partner staff; and
- Develop, offer and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, retaining and developing talent for the regional economy.

5. Vision, Mission Principles, and Goals

WorkSource System Vision: A comprehensive and inclusive WorkSource system that consistently and effectively meets the needs of businesses and job seekers.

WorkSource System Mission: To connect businesses and job seekers with the necessary resources and tools for successful employment, life-long learning, and business development, to ensure a strong and vital economy.

The WorkSource Seattle-King County System is intended to advance the economic self-sufficiency of customers and economic vitality of King County businesses by developing and maintaining a quality workforce and by serving as the focal point for local and regional workforce investment initiatives. This will be achieved through the delivery of high quality and integrated workforce investment, education, and economic development services for youth, job seekers and employers, based on the following principles:

- **Integrated** – Think and act as an integrated system of partners that share common goals with services delivered by various organizations with the best capabilities for a seamless customer experience.
- **Accountable** – Committed to high quality customer services with regular program performance review based on shared data and actions that enhance outcomes.
- **Universal Access** – Meet the needs of customers by ensuring universal access to programs, services, and activities for all eligible individuals.
- **Continuous Improvement** – Create a delivery system that utilizes feedback from employers and job seekers to challenge the status quo and innovates to drive measurable improvements.

- **Partnership** – Align goals, resources, and initiatives with economic development, business, labor social service organizations and education partners.
- **Regional Strategy** - Work with counterparts to address broader workforce needs of the regional economy and leverage resources to provide a higher quality and level of services.

Goals: The signatories to this MOU agree to assist, as appropriate, in achieving the goals of the Local Workforce Plan.

Goal: Deliver job-driven, effective training and aligned employment services to meet the needs of employers and job seekers, especially those with barriers to employment.

Objectives:

- Increase the quantity of job seekers served and quality of services provided with Integrated Service Delivery and impactful, culturally competent outreach.
- Grow work-based learning and employment opportunities through employer engagement leading to viable career pathways.
- Provide services that match with industry skill demand, increase credential attainment, and promote individual self-sufficiency, emphasizing the growing demand for digital literacy.
- Expand partnerships with community-based organizations who serve individuals with barriers to employment to better address varied needs of a diverse regional population.
- Map existing and potential workforce development partners to ensure service alignment and coordination.
- Identify best practices to better serve customers, as demonstrated by improved customer outcomes and increased customer satisfaction.
- Identify and lead opportunities to align services provided by WIOA Core Partners and the broader workforce development community.
- Utilize principles of continuous quality improvement and sound fiscal and performance management to ensure service compliance, quality and efficiency.

Goal: Develop a future skilled workforce prepared to enter the region's high demand career pathways and advance to self-sufficiency.

Objectives:

- Increase multiple opportunities for career exploration and planning.
- Grow work-based learning and employment opportunities through employer engagement that lead to viable career pathways.
- Support retention in and completion of secondary and post-secondary credentials, including non-traditional training opportunities.
- Map existing and potential workforce development partners to ensure service alignment and coordination.
- Develop programs that will enable youth, especially those who are disconnected, to successfully enter career pathways.
- Leverage resources, funding, and services across the workforce development system to provide comprehensive services.

Goal: Advance sector-based workforce development to support regional economic development and industry-responsive education.

Objectives:

- Promote employer involvement in workforce planning and the development of workforce solutions, especially small and medium size businesses.
- Integrate workforce development with regional economic development efforts to enhance business retention and growth.
- Lead efforts to respond to industry needs with sector-based solutions.
- Strengthen regional employer connections to grow work-based learning and non-traditional training opportunities such as: apprenticeships, pre-apprenticeships, on-the-job training, and internships for adult and youth job seekers.

Goal: Educate workforce development policy makers and stakeholders on regional workforce needs and initiate programs and policies to meet those needs.

Objectives:

- Engage in more system and process evaluation to measure programs' efficacy and meet emerging needs, publish results and scale as appropriate.
- Increase data analysis and disaggregate data to inform customer services, especially for those with barriers to employment.
- Conduct research and analysis that identifies regional workforce needs, and recommend best practices to address the needs.
- Inform public officials, business, community leaders, and job seekers of industry demand and labor supply issues and trends.
- Bring the region's perspective on workforce issues to the national policy level.

6. Signatory Roles and Responsibilities

The development and implementation of the WorkSource Seattle-King County system requires mutual trust and teamwork among all parties. Because the system is driven by local needs, it will evolve over time, as employer and individual customer needs change.

The parties to this MOU agree to meeting the following responsibilities:

- **Chief Local Elected Officials (CLEOs)** – support the vision, mission, principles and agreements outlined in the MOU (NOTE: while the CLEOs do not provide specific services outlined in this MOU, county or city departments or agencies responsible for WorkSource system roles will be identified in the attachments).
- **Workforce Development Council of Seattle-King County (WDC)** – holds the ultimate accountability and responsibility for the organization and oversight of the WorkSource Seattle-King County System, pursuant to WIOA Section 107(d)(7)(A)(i). The WDC will promote and support the integration of workforce development services of all WorkSource partners, promote customer choice and satisfaction for internal and external customers of the system, remove external barriers which impede progress and performance, approve annual and long-range performance standards, set goals for the

system, review and approve cost allocation plans for each one-stop center, establish an evaluation system for measuring customer satisfaction and performance, and communicate with the community regarding the WorkSource System. The WDC will use a portion of its resources to support the activities outlined in the MOU and monitor compliance with MOU requirements.

- ***One-stop Operator (Operator)*** – Is responsible for implementing and managing WorkSource Seattle-King County’s system under guidelines and rules established by the WDC. The Operator oversees the management of the WorkSource centers, affiliates, and connection sites, works closely with the WDC to coordinate the financial management of the WorkSource system, and ensures that system-wide standards are developed and maintained. The Operator is responsible for: collecting and reporting performance data to the WDC on a regular basis; providing training, technical assistance and guidance to help the WorkSource system align, standardize, and systematize services provided at WorkSource sites; implementing best and promising practices to support the effective, customer centered delivery of services; and assuring that appropriate referrals are made among partners and sites.

- ***WorkSource Seattle-King System Partners (WorkSource partners)*** – co-invest, within their federal regulations, in the WorkSource system by providing services to job seekers and employers through the centers, affiliates, and connection sites. Partners will provide on-going and collaborative service delivery adhering to the following core principles:
 - Support the provision of Career, Training, Supportive, Follow-up and Business services, as appropriate, through the WorkSource System.
 - Act as an integrated system of programs delivered by various partners that share common goals.
 - Create a delivery system that is responsive to employers and prioritize services to respond to high demand occupations and critical job needs of targeted industry clusters.
 - Focus workforce efforts on outcomes and make investments in programs and services accordingly.
 - Align goals and initiative with economic development, labor and education partners.
 - Regularly review program and service performance for quality improvement.
 - Participate in implementation of the *2016-2020 Seattle-King County Workforce Development Plan*.
 - Participate in the WorkSource system and its required operating systems including customer tracking and accountability through WorksourceWa.com, and continuous quality improvement.
 - Promote the WorkSource Seattle-King County System.
 - Support functional integration of services within WorkSource Seattle-King County

- Refer customers within the system and to other providers that may best meet their needs.
- Agree to confidentiality among partners.
- Support voluntary co-location where practical, and the integration of services as outline in the Integrated Service Delivery Operations Manual.

7. Service Design

The WorkSource partners will work together to achieve an integrated partnership that seamlessly incorporates the services provided by the WorkSource partners as required by WIOA. With the support of the Operator, the WorkSource partners will collaborate to develop and implement operational policies, procedures and proven and promising practices that reflect an integrated service delivery model. **Integrated Service Delivery** is the delivery of WorkSource services in a manner that braids the resources and services of WorkSource partners to seamlessly address the training and employment needs of system customers - job seekers and businesses. Integrated service delivery is based on the concept that all means all, meaning that every job seeker or business who comes to WorkSource seeking services is a customer of the system. As a result, staff work as functional teams to provide access to the tools and services WorkSource customers need to succeed. Integrated Service Delivery also recognizes that in today's economy, skills are currency, and the job of WorkSource is to help job seekers and businesses find better ways to clarify, document and grow the skills of our region's workforce.

Attachment A provides a list of the services provided through the WorkSource Seattle-King County system and the general customer flow. Attachment B shows which partners are providing services at the comprehensive, affiliated and connections sites as described in Section 9 below.

8. Methods of Customer Referral

The *2016-2020 Seattle-King County Workforce Development Plan* states partner services should be provided on site, rather than via referrals to another location. On site referral is the preferred method of providing services, including the use of itinerant staff at the WorkSource center and affiliate sites when it is impossible to house a partner on site full time. The regional WorkSource system also makes use of travelling workshops to increase access to a variety of services on-site. The implementation of integrated service delivery also increases co-enrollment in support of providing more services via on-site referral.

When it is not possible to provide a service on-site, staff provide direct linkage through technology to a program staff member who can provide meaningful information or services.

WorkSource partners agree to provide a referral process that will:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding WorkSource programs, services, activities and resources are provided to customers as appropriate.
- Ensure that staff are sufficiently cross-trained to make informed referrals to WorkSource partner services.
- Ensure that the WorkSource partners will provide a direct link/access to partner program staff who can provide meaningful information or service through co-location, cross training or through real-time technology.

9. Increased and Maximized Access

The WorkSource Partners agree that meeting WIOA’s mandate for increased access to the Region’s workforce services, particularly for individuals with barriers to employment, must be a priority. This necessarily includes outreach to the following groups of individuals with barriers to employment:

1. Displaced homemakers.
2. Low-income individuals.
3. Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in WIOA section 3.
4. Individuals with disabilities, including youth who are individuals with disabilities, and Individuals with vision loss.
5. Older individuals, age 55 and older.
6. Returning citizens (ex-offenders).
7. Homeless individuals.
8. Youth who are in or have aged out of the foster care system.
9. English language learners, a group that is often referred to as Limited English Proficiency (LEP), individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
10. Eligible migrant and seasonal farmworkers.
11. Individuals within two years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act.
12. Single parents, including single pregnant women.
13. Long-term unemployed individuals.
14. Such other groups as the Governor involved determines to have barriers to employment.

In addition to meeting federal requirements for physical accessibility at all WorkSource Sites, co-locating services to the greatest extent possible, and using appropriate referrals, the WDC, Operator and WorkSource Partners have implemented the following strategies to increase access for those with barriers to employment:

- **Connection Sites** use the community infrastructure that King County residents already frequent – libraries, housing authority sites, community centers, multi-service provider sites, public health clinics, college campuses, etc. – to provide portals to the WorkSource system. These sites provide individuals with access to online resources on site, and mechanisms to connect them to full-service locations convenient to them, as needed. The WDC has strategically chosen partner sites that expand the reach and depth of WorkSource Seattle-King County services in high-need, high-poverty areas and strengthen partnerships with key organizations in those areas.
- **Access Subcommittee** created by the WDC Industry and Employment Committee to gather input from a broad spectrum of populations with barriers to employment in order to identify physical and programmatic barriers; recommend expansions to improve access for all jobseekers from all backgrounds; ensure more job seekers can connect with a career pathway and progress towards self-sufficiency; evaluate accessibility issues in the regional WorkSource System; and review service provider recommendations.
- **Increased Use of Technology**, including adaptive technology, to remove barriers for workers and enhance their access to services is a game changer. Advances in telecommunications and technology allow for seamless, universal, and remote access to education, training, and other workforce development services. While technology cannot fix all barrier access problems, in many cases it will help staff to improve accessibility. All WorkSource centers and affiliated sites currently have wireless internet available to customers in order to improve access to technology, including adaptive technology used by job seekers on their own devices.
- **The WorkSource Integrated Services Delivery Teams** consist of representatives from all sites and key partners to assure a highly responsive workforce system. These include:
 - **In-Community Outreach Team** to identify strategic outreach activities to reach customers that traditionally do not visit the WorkSource sites, providing career services in the community. The goal is to develop robust relationships with community organizations that could benefit from or contribute to WorkSource services.
 - **Customer Engagement Team** to review system-wide customer feedback and make recommendations for quality improvements. This team reviews best practices in customer flow and changes that impact the customer experience.
 - **Facilitator Team** to oversee the development and maintenance of workshop curricula and materials and related staff training, continually improving the quality of workshop and materials based on the needs of customers.

WorkSource Partners agree to adhere to all statutes, regulations, policies, and plans regarding priority of service for job seekers, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that are a focus for services under

WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

10. WorkSource System Operating Budget and Infrastructure Sharing Agreement (to be completed by 12/31/17)

The WorkSource System operating budget is made up of infrastructure costs and additional costs, consisting at a minimum of the cost of delivering applicable Career Services. In order to more accurately reflect the cost of the actual sites participating in the agreement, the operating budget and infrastructure funding agreement (IFA) will be added to this MOU once regional WorkSource System sites have been certified. The budget will consist of:

Non-personnel infrastructure costs necessary for the general operation of WorkSource centers and affiliates, including but not limited to:

- Applicable facility costs (such as rent).
- Costs of utilities and maintenance.
- Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
- Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
- Local Workforce Development Boards (WDB) may consider common identifier costs as costs of One-Stop Infrastructure. One example of a common identifier is the cost of signage for "American Job Centers (AJC)," or WorkSource centers.
- (WIOA sec. 121(h)(4) and 20 CFR 678.700).
- Additional Costs:
 - Applicable Career Services to include the costs of the provision of career services in section 134(c)(2), as applicable to each program.
 - Other Costs to be determined via negotiations with the WorkSource partners.

The IFA will:

- Distribute the costs in the budget among WorkSource partners based on
 - Proportionate use of and relative benefits received by the partner through their participation in the WorkSource system;
 - Partner program Federal authorizing statute;
 - Federal Cost Principles requiring that costs are reasonable, necessary, and allocable.
- Describe the process that was used to come to agreement on the budget and cost sharing agreement.
- Describe the process and timeline for periodic reconciliation of costs and renewal.

11. Data Sharing and Confidentiality

WorkSource Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. WorkSource Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

The partners will work together, based on customer informed consent, to continually find ways to improve the collection and sharing of data within requirements to maintain confidentiality.

All Worksource Partners will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Partners agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records. Partners will respect and abide by the confidentiality policies and legal requirements of all of the other partners. Partners will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Partners will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. The appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

12. Term

This MOU commences on June 1, 2017 or when all of the required partners have signed the agreement, whichever is sooner, and concludes on June 30, 2020. The parties may agree to amend this MOU at any time before its designated conclusion date.

13. Amendment

This MOU may be amended at any time upon mutual agreement of the parties. Any amendment to this MOU must be consistent with federal, state or local laws, regulations, rules, plans or policies. Any amendment of this MOU must involve the process outlined in this section.

Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that have changed. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Because this MOU is a “living document” that is likely to undergo changes over the next three years, changes to the attachments to the MOU that do not change the intent of the document may be considered minor revisions. Additionally, because it is the goal of the WDC, the CLEOs and the community to continually grow the partnership supporting WorkSource services, connection sites may be added to the MOU without the need to resign the entire document. Connection sites added during a program year will not be factored into the budget or IFA during that year, and will instead be added in the next full program year or the next MOU, whichever is most appropriate, based on agreement between the connection site and the WDC.

Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CLEO, will require renewal of the MOU (20 CFR 678.500(b)(6), (d), and (e); 34 CFR 361.500(b)(6), (d), and (e); and 34 CFR 463.500(b)(6), (d), and (e)). Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU.

A party seeking an amendment must submit a written request to each signatory, providing at least 60 days for discussion, and possible inclusion in WDC meetings. The request must include:

1. The requesting Partner’s name;
2. The reasons(s) for the amendment request;
3. The desired date for the amendment to take effect; and
4. The signature of an authorized representative of the requesting Partner.

The WDC shall maintain a file documenting all requests for MOU modification, including the 1) date of the request, 2) information about the changes being requested, and 3) the circumstances that resulted in the request being made.

If the change requested does not warrant renewal of the MOU, partners will have 30 days to indicate any concerns regarding the change. If no objections to proposed amendment are raised by the partners, the WDC will update the MOU at the end of the 30 period. If partners raise concerns, the WDC will present the modification requests to the WDC board for review and approval. Such approval would take place at a publicly noticed WDC meeting where partners with any concerns would have the opportunity to publicly comment.

If the WDC determines that the amendment request requires renewal, partners will be notified and the amendment will be discussed at a WDC meeting, where partners will have the

opportunity to comment. A request for renewal that is approved by the WDC board will be incorporated in a renewed MOU and routed for partner signature.

The approval timeline may be dependent on the WDC Board Committee meeting schedule. The WDC reserves the right to convene the partners as needed to resolve any issues related to requests for change to the MOU.

If a partner withdraws from the MOU all pertinent terms of the MOU will continue in effect for the remaining partners. Any party may request to withdraw from the MOU at any time for cause, or may cancel without cause with a 90-day written notice.

Oral amendments or modifications shall have no effect. If any provision of this MOU is held invalid the remainder of the MOU shall not be affected.

14. No Indemnification and Liability

By executing this MOU each partner agrees to work together to deliver WorkSource services to Seattle-King County region for employers, employees, and those seeking employment. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

15. MOU Disputes (failure to sign)

WIOA sets the expectation that the WDC, CLEOs and WorkSource Partners enter into good-faith negotiations to reach agreement on the MOU and IFA. In that spirit, the parties to this agreement agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. The parties shall attempt to resolve all issues concerning provisions or language in the MOU or amendments informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be submitted in writing to the WDC for Chief Operating Officer (COO)/Chief Executive Officer (CEO)/designee review. The WDC COO/CEO/designee shall attempt to mediate and resolve the dispute. If any party in the dispute is not satisfied with the decision of the WDC staff, the dispute shall be placed upon the agenda of a regular or special meeting of the WDC's Executive Committee. The Executive Committee or designee shall be requested to make a determination within thirty days.

If one or more of the parties do not agree with the determination of the WDC's Executive Committee, the process described in the Washington Workforce System Policy #5410 Rev. 1 will be used to resolve the dispute.

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Per WIOA Section 121(h) and 20 CFR 678.725-750, local disputes related to funding of WorkSource infrastructure costs are exempt from this policy and will instead be addressed through application of the state one-stop funding mechanism determined by the Governor and subject to a state-level appeals process established by the Governor.

16. Signatures

This MOU and any modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the WDC Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Name, Title Signature

Date

WDC of Seattle-King County – Chair: Tom Peterson
On behalf of WDC and WIOA Title I Adult and Dislocated Worker, Youth Programs

Chief Elected Official – King County: Dow Constantine, King County Executive

Chief Elected Official – City of Seattle: Ed Murray, Mayor of Seattle

WIOA Title II Adult and Family Literacy Act and Carl Perkins Act Vocational Education

Bellevue College

Cascadia College

Green River College

Highline College

Lake Washington Institute of Technology

Renton Technical College

Seattle College District: Seattle Central College, South Seattle College, North Seattle College, SVI

Shoreline Community College

WIOA Title II Adult and Family Literacy Act and CSBG Training and Employment – Hopelink

Employment Security Department
On behalf of WIOA Title III, TAA, the Veteran Program, and WorkFirst

WIOA Title IV Rehabilitation Act Division of Vocational Rehabilitation

WIOA Title IV Rehabilitation Act Department of Services for the Blind

Department of Social and Health Services

Title V SCSEP

Job Corps: Youth Source

YouthBuild: Youth Care

WIOA Native American Program

Second Chance Act: King County

CSBG Employment and Training Programs

El Centro de la Raza

Multi-Service Center

Neighborhood House

Seattle Conservation Corp

Solid Ground

HUD Employment and Training Programs

Seattle Housing Authority

King County Housing Authority

Community Jobs: YWCA

Labor and Industry (L&I)

Employment & Housing Stability

BFET/RISE (Food stamp employment program)

King County Homeless Employment Program

King County Jobs Initiative

Veterans – King County