



Spokane Area Workforce Development Council

Spokane Workforce Development Area Compact Including the Memorandum of Understanding and Infrastructure Funding Agreement for July 2017- June 2020

A. Statement of Intent

The Spokane workforce system, consisting of the Spokane Area Workforce Development Council (SAWDC), a comprehensive American Job Center and 18 additional service sites (WorkSource System), and a network of community partners, is committed to providing effective, accessible and high-quality career, talent pipeline development, and skills acquisition services for all individuals and businesses in the Spokane County region. As business needs change quickly, it is critical that these partners are nimble and capable of anticipating workforce changes, particularly as modern labor markets are dynamic and influenced by global trends and new technologies.

With the passage of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the programs and partners that constitute the region's WorkSource System have an opportunity to create and expand meaningful partnerships with business, labor, government, education, and nonprofits to improve service delivery and build an infrastructure – the “skills super highway for the 21st century” – that leads our workers and our businesses to increasing prosperity and long-term stability.

This agreement promotes the on-going expansion of community partnerships in support of the region's economic prosperity, while meeting requirements for WorkSource System partners to provide highly integrated and effective services in the region.

B. Purpose

Based on the SAWDC's local integrated workforce plan, this compact establishes the framework for a collaborative and mutually beneficial relationship among those in Spokane County who wish to work together to continually increase access to and awareness of workforce services while reducing redundancy, increasing cost efficiency, and continuously improving services to our customers. Collaboration among workforce program service providers and the integration of services to the fullest extent possible are the priorities of this system.

There are two components to this agreement. The first is a community compact that describes how all those who wish to partner with the SAWDC and the WorkSource System will interact to create opportunities for job seekers and businesses in the region. The partners invite all those who are interested in supporting the mission, vision and goals of this document to join the compact.

A federally-required Memorandum of Understanding (MOU) is a subset and second component of the agreement, describing how the federally-required American Job Center (WorkSource) partners will provide services and share resources through the region's WorkSource System and how job seekers and business customers are to be served and referred among WorkSource partners (see Attachments A & B). The MOU includes the WorkSource System budget and the federally-required Infrastructure Sharing Agreement (IFA) that shows how the cost of operating the WorkSource System will be shared by the required partners. All signatories to this document agree to support sections A through D. Section E and the attachments thereof only apply to those who sign onto the MOU.

C. Vision, Mission, Principles and Goals

Signatories to the compact and the MOU contained within this agreement commit to support the following mission, vision, principles and goals through the design and implementation of responsive services that engage the business community in identifying workforce needs, increase employment, and enhance job/career progression for area workers.

SAWDC Vision: *Innovate workforce solutions for the Spokane Region.*

SAWDC Mission: *Help create a vibrant economy by preparing a skilled workforce and meeting regional business needs.*

WorkSource System 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 that all services and activities are physically, technologically and programmatically accessible to those with barriers to employment, including individuals eligible to receive services; and that the principle of universal design and human centered design are implemented to the greatest extent possible.
- **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 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 for Serving Business Customers

Goal:	Business Engagement
Tactic	Increase employer engagement with the workforce development system.
Outcomes:	<ul style="list-style-type: none"> • Improve outreach to employers. • Engage employers in identifying skill standards and develop training programs that meet their standards.

	<ul style="list-style-type: none"> • Increase industry involvement in work-integrated learning. • Increase employer investment in workforce training.
Goal:	Stimulate Job Creation
Tactic	Promote economic development by connecting workforce development with job creation and growth.
Outcomes:	<ul style="list-style-type: none"> • Provide and market business services to employers. • Invest in strategic economic opportunities. • Encourage and support entrepreneurship.

Goals for Serving Workforce Customers/Job Seekers

Goal:	Transition to Employment
Tactic	Improve job search and placement services for unemployed and underemployed workers.
Outcomes:	<ul style="list-style-type: none"> • Improve the quality and speed of job matching between job seekers and employers with job openings. • Make job search and placement assistance more widely known and available.
Goal:	Lifelong Learning
Tactic	Expand and support learning opportunities for workers at all stages of their education or career paths.
Outcomes:	<ul style="list-style-type: none"> • Offer greater career and education guidance for adults. • Increase the accessibility of training programs for adult workers and accelerate education and credential attainment and time to completion. • Improve training for adult workers with barriers to advancement.

Goals for Serving Youth Customers

Goal:	Understand industry needs for young adults and deliver responsive solutions in order to build effective partnerships
Tactic	Utilize labor market data and employer feedback to deliver a personalized approach to engage young adults with opportunities that exist within their industry.
Outcomes:	<ul style="list-style-type: none"> • Create career connections through job shadows, tours, and other opportunities for employer involvement. • Creating a business internship toolkit. • Develop Next Generation Zone Industry Ambassadors to promote and encourage adoption of resources.
Goal:	Increase youth awareness of getting a job and identifying a career pathway
Tactic	Utilize labor market data and youth feedback to ensure Next Generation Zone programming is meeting the mission of Preparing Tomorrow's Workforce.
Outcomes:	<ul style="list-style-type: none"> • Promote the Passport to Career Success to increase the number of active users. • Increase employer involvement and sustain the 21st Century Career Skills Academy. • Utilize network of Youth Employment & Career Readiness Network (YECRN) and SAWDC Board to help meet program needs.

	<ul style="list-style-type: none"> • Encourage youth to build a relationship with a business leader in their career pathway. • Continue to partner with Excelerate Success to share career readiness resources county-wide.
Goal:	Promote and sustain the Next Generation Zone as the premier career center for Spokane County young adults
Tactic	Develop innovative funding strategies and maintain relationships with existing funders.
Outcomes:	<ul style="list-style-type: none"> • Explore a physical expansion of space in the current building. • Strategic fundraising and grant writing to bring in private grants. • Explore and develop business sponsorship campaign. • Deliver timely and high quality marketing, social media, and public relations materials. • Explore any additional partnerships that would improve the service delivery model at the Next Generation Zone.

D. Community Compact

In order to meet the vision, mission, and goals described above, all signatories to this agreement commit to work with SAWDC, and WorkSource partners, based on the principles, to:

- Expand access to the services provided by the WorkSource System.
- Generally, know, support and respect the goals of each of the partners to avoid working at cross purposes.
- Identify new opportunities to serve job seekers and businesses.
- Communicate with the SAWDC and appropriate partners regarding services offered, best practices, and workforce challenges that need to be addressed.
- Look for opportunities to avoid unnecessary duplication.
- Use customer centered/human design centered approaches to customer service.

Community partners interested in becoming part of the Compact, known as Workforce Network Partners, may sign in at any time without impacting the MOU. Community partners that wish to become engaged in the Workforce System in a more comprehensive way may become party to the MOU using the process outlined for amending and modifying the MOU below. A specific list of party responsibilities is included in Attachment A.

E. Memorandum of Understanding

This Memorandum of Understanding (MOU) is among the required WorkSource Partners and other parties who have chosen to participate. The parties to the MOU have three different levels of responsibility to the regional WorkSource System:

- **Lead responsibility:** The SAWDC signature to this Memorandum of Understanding indicates (1) the organization’s willingness to accept lead responsibility for specific goals identified in this MOU as well as in the SAWDC Local Integrated Workforce Plan, and (2) to use their resources to achieve these goals.
- **Authorizing responsibility:** Signature of the Chief Elected Officials indicates agreement with the goals and activities outlined in the MOU and support for the operations of the local WorkSource system

- **Operational responsibility:** (1) Signature of the One-Stop Operator indicates agreement to provide the coordination functions delegated to the Operator by the SAWDC. (2) Signature by the WorkSource Partners indicates their agreement to provide services to job seekers and/or businesses at the Region's America's Job Center sites: WorkSource, WorkSource Affiliate Sites and WorkSource Connection Sites, in the manner defined in this MOU.

A specific list of party responsibilities is included in Attachment A.

American Job Center Sites

WorkSource Spokane sites are the American Job Centers for the region. The term American Job Center is a national brand for all federally-funded workforce system sites across the county. In Washington State, they are additionally known as WorkSource sites. In Spokane County, all American Job Center sites will follow the brand standards authorized by the SAWDC, and will use the WorkSource Spokane name and logo as well as the "A Proud Partner of the American Job Center Network" text and logo as a common identifier. This applies to the WorkSource locations listed in this agreement as well as subcontractors, partners, forms, communications, and media. The WorkSource Spokane System is comprised of:

One Certified Comprehensive America's Job Center, WorkSource Spokane that:

- Is accessible to the general public during regular business days, as well as physically and programmatically accessible to individuals with disabilities;
- Provides a portal site for electronic access;
- Provides onsite access to job seeker **basic and individualized career services, support services, training services and follow up services;**
- **Provides on-site access to business services;**
- Has representation of **five core** mandated partners (WIOA Titles I-IV, TANF) and co-location of the Title III service provider; and
- Provides additional related employment and training resources and access to the services of all the required Workforce partner programs.

One Certified Affiliated Site, the Next Generation Zone that:

- Is accessible to the general public and physically and programmatically accessible to individuals with disabilities;
- Provides a portal site for electronic access;
- Provides **basic career services;**
- Has representation of **one** or more mandated partners;
- Provides additional related employment and training resources;
- Has an established working relationship as part of an integrated system of WorkSource sites; and
- Offers services specifically designed to serve at-risk, low-income youth.

WorkSource Spokane and Next Generation Zone are located together at a site generally referred to as the "WorkSource Campus." This arrangement enhances referrals and access to services for job seekers and businesses at these two sites.

Seventeen Certified Connections Sites that:

- Are accessible to the general public;
- Provide a portal site for electronic access;

- Provide **basic career services**;
- Provide additional related employment and training resources; and
- Have an established working relationship as part of an integrated system of WorkSource sites.

Connection sites include:

- **Goodwill Industries of the Inland Northwest** in downtown Spokane to provide job search assistance and access to other services, especially to those with barriers to employment.
- **Spokane Community College's** Workforce Transitions Office to meet the needs of students.
- **Spokane Falls Community College's** Workforce Education Office and Career and Community Engagement Center to meet the needs of students.
- **Spokane Public Library (3)** Downtown, Hillyard and Shadle Branches provide after-hours/weekend services for job seekers, computers for job search, employment and résumé writing assistance and general information to access WorkSource System services.
- **YWCA** providing expertise serving women and children, especially domestic violence survivors, on-site childcare to job seekers, and professional attire and assistance dressing for success for women.
- **Spokane County Library District (10)** Airway Heights, Argonne, Cheney, Deer Park, Fairfield, Medical Lake, Moran Prairie, North Spokane, Otis Orchards, and Spokane Valley - parts of the region without access to WorkSource sites - provide after-hour and weekend access to job seekers for one-on-one job search assistance.

Services available to WorkSource System customers

The Workforce Innovation and Opportunity Act (WIOA) provides the basis for integrating the workforce system and American Job Centers, and aligning services to better to address employer and job seeker needs. WIOA defines a single set of outcome metrics for the federal workforce programs encompassed by the Act. It encourages integrating intake, case management, and reporting systems. It eliminates “sequence of services” in favor of a workforce system that meets the unique needs of individuals seeking services. It encourages local areas to provide more access to “real-world” education and workforce development opportunities through on-the-job training, incumbent worker, and customized training and sector and pathway strategies. The WorkSource Partners embrace integrated service delivery strategies, and will, to the extent possible in their unique settings, utilize staffing patterns, customer flows and interaction, and scheduling that results in functionally, integrated, human centered resource coordination at each site.

Available services will vary based on customer need as well as current funding. Attachment A provides a list of the responsibilities of WorkSource System Partners to work together to provide services and referrals and a list of sites identifying which partners are at each site. Attachment B provides a list of the services provided by the system.

Referral Process for WorkSource Center Customers

The One-Stop Operator is responsible for assuring that effective and customer friendly referrals are occurring in the WorkSource System. Referrals will be made in one of three ways: on-site where staff funded by various funding streams are available to provide services, via cross training where staff have been sufficiently

trained on the services of some or all WorkSource partners that they can make an appropriate referral, or by quick connection via phone or video conferencing to help a job seeker access services not available on site.

WorkSource System 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 receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Increased and Maximized Access

WorkSource System 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:

- Displaced homemakers
- Low-income individuals
- Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in WIOA section 3
- Older individuals, age 55 and older
- Individuals with disabilities, including youth who are individuals with disabilities, and Individuals with vision loss
- Returning citizens (ex-offenders)
- Homeless individuals
- Youth who are in or have aged out of the foster care system
- 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
- Eligible migrant and seasonal farmworkers
- Single parents, including single pregnant women
- Long-term unemployed individuals
- Individuals within two years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Veterans
- Any other groups identified by the Governor

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, SAWDC, the One-stop Operator and WorkSource Partners have implemented the following strategies to increase access for those with barriers to employment:

- **Connection Sites** that provide greater access to services at sites that Spokane County residents already frequent – libraries, community partners like the YWCA or Goodwill, college campuses, etc.
- **An Accessibility Subcommittee** created by SAWDC to gather input from a broad spectrum of populations with barriers to employment and 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 a living-wage job; evaluate accessibility issues in the regional WorkSource System; and review WorkSource Partner recommendations for improvements to access.

- **Increased Use of Technology**, including assistive technology to remove barriers for workers and 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. The 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.

Co-Enrollment of Participants

Co-enrollment is an integrated service delivery strategy that leverages more resources to help job seekers reach their career goals, and helps WorkSource Partners work together and serve in functional teams to make the best use of the skills of staff providing services at WorkSource sites. This strategy can be especially effective at meeting the needs of populations with barriers to employment. The WorkSource Partners will use the strategy, as appropriate to:

- Co-enroll eligible Title III participants into Title I Adult and Dislocated Worker funding streams.
- Co-enroll eligible Title I Youth participants into the Title I Adult funding stream.
- Co-enroll qualified TAA and NAFTA-TAA certified workers into the WIOA Title I Dislocated Worker fund stream.
- Co-enroll qualified WorkFirst participants into the WIOA Title I Adult funding stream.
- Co-enroll Worker Retraining participants into the WIOA Title I Dislocated Worker funding stream.

Data Sharing

WorkSource System 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 System 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 one-stop center and Partner staff 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.

Confidentiality

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.

F. Funding of Services and Operating Costs

The WorkSource System operating budget, known as the Infrastructure Funding Agreement (IFA), has been developed via consensus with the required and other partners in the Spokane Workforce Development Area. The IFA is incorporated into this MOU as Attachment C. By signing this MOU, all parties have signified their approval of the IFA. The budget consists of:

- Non-personnel infrastructure costs necessary for the general operation of the One-Stop Center, 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); and
 - Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
- Additional Costs:
 - Applicable Career Services - Includes the costs of the provision of career services in WIOA section 134(c)(2), as applicable to each program. For the purpose of this IFA, applicable career costs were defined to mean the cost of staff delivering any Career Services, including providing access to training and business services.
 - Other Costs:
 - Accessibility – Technology and other tools used by individuals with disabilities, such as, hardware, software, audio looping, etc.
 - WorkSource system coordination – Circuit rider supported through the IFA as well as by the SAWDC to build capacity throughout the WorkSource System, coordinate training, and assist with WorkSource System certification.

- American Job Center/WorkSource System Branding and Outreach^{1*} – Supports marketing and outreach, including for job fairs and signage.
- Assessments – Supports assessments at the Basic and Individualized level that ensure work readiness, basic skill, soft skill, knowledge and ability, other assessments are available for all customers.
- Staff training – Supports staff training and professional development to ensure a consistent standard throughout the local WorkSource System, will be coordinated by circuit rider.
- Supplies and costs not otherwise included in IFA – Supports emergency or unexpected costs, such as repairing or replacing damaged equipment or furniture or other supplies; can also be used for recognition and publication of staff best practices to ensure common understanding throughout our local system, and to promote staff integration throughout the system.

The operating budget and cost sharing agreements were developed for the following sites:

- WorkSource Spokane – Comprehensive one-stop center
- Next Generation Zone – Affiliate site
- Connection sites
 - Spokane Community College
 - Spokane Falls Community College
 - Goodwill Industries of the Inland Northwest
 - YWCA
 - Spokane Pubic Libraries – Downtown, Hillyard, Shadle locations
 - Spokane County Library District

The IFA distributes non-personnel infrastructure costs for the WorkSource Center among all of the required and additional partners in the WDA based on their participation in the center (FTE) and the availability of their services in the local area, and the non-personnel infrastructure costs for affiliated sites among the partners on-site. The basis for allocating costs are as follows:

- WorkSource Spokane: Career, Shared and Other costs are based on FTE, as after a thorough evaluation of costs and services this model was determined to best serve this site.
- Next Generation Zone: Career and Other costs are based on FTE, as after a thorough evaluation of costs and services this model was determined to best serve this site. Shared facility costs are based on FTE for staff space, and shared customer space is based on the percentage of time each program utilizes the individual classrooms available on site.

¹ *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 One-Stop centers. (WIOA sec. 121(h)(4) and 20 CFR 678.700).

- Connection site costs are distributed only to those partners on sites, and, as only one partner is located at each site, actual costs are used for reporting purposes.
- Each partner program's Federal authorizing statute.
- Federal Cost Principles requiring that costs are reasonable, necessary, and allocable.

In the absence of a common state or federal definition of "use" or "benefit," as well as the absence of a shared MIS to track use or benefit information, the SAWDC and its partners were unable to factor use and benefit into the bases for cost sharing. Additionally, both WorkSource Spokane and the Next Generation Zone are fully integrated locations, meaning all customers have access to all Career Services available at each location.

Parties to the Operating Budget and IFA

The Partner/Site matrix included as Attachment A to this agreement identifies which partners participated in the development of system operating budget and IFA with the SAWDC. These partners have indicated their approval of the budget and IFA by their signatures to the MOU. By their signature to the MOU, the Chief Elected Officials indicate their agreement with the budget and IFA.

Process to Achieve Agreement

The applicable partners were convened as follows:

Phase 1: January-June 2017

- SAWDC shared WIOA MOU and IFA guidelines;
- SAWDC held multiple public/partner discussions in preparation for MOU to be signed and effective July 1, 2017;
- SAWDC released Primary Changes to WIOA Title I providers documenting notification to Spokane Workforce Consortium of potential Shared Cost contributions;
- MOU locally approved June 2017; and
- MOU signed in effect starting on July 1, 2017.

Phase 2: July-November 2017

- SAWDC held multiple public/partner discussions in preparation for IFA to be completed and the MOU re-signed and effective by January 1, 2018;
- Local partners agreed on Other Shared Costs categories;
- SAWDC held multiple discussions with individual agencies, as needed;
- Draft IFA shared October 2017; and
- Final MOU with IFA distributed for signature in November 2017

The SAWDC compiled budgets for each site, facilitated the meetings, and worked with partners to come to consensus regarding the basis for allocating costs. The SAWDC identified and applied potential bases for allocation of costs to the partners, facilitating a discussion regarding which base(s) would be acceptable to the partners. Consensus was reached among the partners on October 20, 2017.

G. Terms

Process and Timeline for Periodic Reconciliation of Costs and Renewal

The IFA budget is based on planned costs and information available as of the date of signature, but billing will reflect actual costs. It is the responsibility of partners to

notify the SAWDC of changes to program delivery design, including staffing level changes so billing can reflect actual service delivery design. Any staffing level changes will be presumed to be in effect for the entire month for billing purposes. Once a significant change is noted, an updated IFA will be distributed to the parties involved at each location, but this MOU will not need to be re-signed. Changes, such as staffing level changes, will be reflected in the next scheduled billing cycle. Should reconciliation be required and a WorkSource partner needs to pay other partners, payment will be made at least annually.

The partners will be contacted by the SAWDC within 60 days of the end of each quarter in order to reconcile costs based on actual expenditures. The reconciliation process will include a review of actual costs, including those received via invoice from the Employment Security Department, as well as actual staffing rates, and for the Next Generation Zone, actual room usage rates.

At least two months prior to the end of each fiscal year, SAWDC will convene partners to develop a new system operating budget for the upcoming program year, and to revise the bases for cost sharing as agreed upon by the required and other partners. Each new budget and IFA to commence on July 1st each year, will be approved by the SAWDC and its partners prior to June 30th of that year. Unless the changes are significant, the MOU will not need to be re-signed by all parties. Instead, a separate agreement for space and costs within each center can be utilized, in partnership with ESD for the WorkSource center, and in partnership with the SAWDC for the Next Generation Zone, each as the site's respective leaseholder.

The SAWDC will work with IFA parties to determine the best method of billing for Other Shared Costs, e.g., one-time annually, monthly, quarterly, etc.

The SAWDC will work separately with ESD to determine the best method of collecting IFA costs from IFA parties, e.g. if the SAWDC will collect funding and reimburse ESD for actual costs. The SAWDC does not assume any legal responsibility as leader holder or similar obligation should the SAWDC choose to distribute billing invoices and collect payments to be reimbursed to ESD for the cost of rent and IFA costs.

It is understood that the Employment Security Department may maintain sublease agreements with partners on-site at WorkSource Spokane for other state agency partners.

By signing the MOU/IFA, all parties with staff on-site at WorkSource Spokane and/or the Next Generation Zone are agreeing to provide a 90-day notice in writing of their desire to terminate this agreement. Such an agency will be required to continue to pay IFA costs through the end of the 90-day period. Notification of desire to terminate for space at the Next Generation Zone must be submitted to the SAWDC, and to both SAWDC and Employment Security Department for WorkSource Spokane.

This document trumps any previous agreements for costs at WorkSource Spokane and/or the Next Generation Zone. Should sublease agreements be in place, they will be updated to reflect these changes, and agencies will be billed for actual costs as addressed in the IFA.

Duration and Amendment

This MOU commences on July 1, 2017 or the day it is signed by all parties, whichever is sooner, and shall remain in effect until June 30, 2020, unless terminated as per SAWDC Policy #807 R1: Memorandum of Understanding (www.wdcspokane.com) and as described above in regards to the IFA. Signatories will be notified of any updates to the policy and the related public comment periods. Updates to the policy will not require modification to this MOU.

The budget and IFA that are incorporated into this agreement by attachment C are effective from January 1, 2018 thru June 30, 2018. Each subsequent IFA will be in effect for one-program year, commencing July 1st of each calendar year, and ending on June 30 of the following year calendar year. Unless the changes are significant, the MOU will not need to be re-signed by all parties. Instead, a separate agreement for space and costs within each center can be utilized, in partnership with ESD for the WorkSource center, and in partnership with the SAWDC for the Next Generation Zone, each as the site's respective leaseholder.

Generally, amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that 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 will be considered minor revisions. Additionally, Connection Sites may be added to the MOU without the need to re-sign 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 next full program year or the next MOU, whichever is most appropriate, based on agreement between the Connection site and SAWDC. Partners will be notified of minor modification to attachments or the addition of WorkSource Connection Sites via e-mail.

Substantial changes, such as the removal or addition of a required partner organization or a change due to the election of a new Chief Elected Official, 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 the MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU.

[SAWDC Policy #807](#): Memorandum of Understanding describe the process for modifying the MOU. SAWDC will engage in open, inclusive discussions with system partners regarding suggested changes. In instances of a significant or emerging project requiring immediate WorkSource partner collaboration and coordination, the SAWDC will convene a meeting to determine whether the project requires a change to the MOU.

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

This MOU and any modification may be signed in counterparts, meaning each signatory can sign a separate document as long as SAWDC 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.

Dispute and Conflict Resolution

The WorkSource System will function by consensus under the direction of SAWDC. When consensus cannot be reached, the parties to the dispute will adhere to the [SAWDC Policy #806](#): Dispute Resolution MOU Signatories will be notified of any updates to this policy and related comment periods. As per WIOA, if any of the required partners cannot come to agreement regarding the IFA, the region shall implement the State Funding Mechanism.

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.

Customer Complaints

The WorkSource System must provide immediate and consistent processing of any customer complaint to assure its resolution. All WorkSource System staff must be able to assist customers interested in filing a complaint, as per SAWDC Policy [#803 R1: Customer Complaint](#). MOU Signatories will be notified of updates to this policy and related comment periods.



Spokane Area Workforce Development Council

Community Compact and Memorandum of Understanding Signatures

By signing below, partners certify that they are in agreement with this compact have the authority to bind their agency to the terms of either the compact or the compact and MOU as indicated below.

Name/title/Organization	Required Partner/ Program(s) Represented	Party to Compact	Party to MOU
<hr/> <i>Machelle Johnson, Board Chair</i> Spokane Area Workforce Development Council	Local board (SAWDC)	X	X
<hr/> <i>Mark Mattke, CEO</i> Spokane Area Workforce Development Council	Local board (SAWDC)	X	X
<hr/> <i>Mayor David Condon, City of Spokane</i>	Chief Elected Official	X	X
<hr/> <i>Commissioner Josh Kerns, Spokane County</i>	Chief Elected Official	X	X
<hr/> <i>Kevin Williams, One-Stop Operator</i> WorkSource (Career Path Services)	One-Stop Operator	X	X
<hr/> <i>George Iranon, CEO</i> Career Path Services	WIOA Title I Adult and Dislocated Worker, Youth	X	X
<hr/> <i>Dr. Christine Johnson, Chancellor</i> Community Colleges of Spokane	WIOA Title II, Carl Perkins	X	X
<hr/> <i>Jennie Weber, Regional Director</i> Employment Security Department	WIOA Title I & III, Veterans, TAA, MSFW, ESD WorkFirst contract, Unemployment Compensation	X	X

Name/title/Organization	Required Partner/ Program(s) Represented	Party to Compact	Party to MOU
<hr/> <i>Michael MacKillop, Deputy Director</i> Department of Services for the Blind	WIOA Title IV	X	X
<hr/> <i>Doni Kotas-Turner, Contracts Supervisor</i> Department of Social and Health Services, Division of Vocational Rehabilitation	WIOA Title IV	X	X
<hr/> <i>Sandra Moore, Project Director</i> AARP Foundation	Older Americans Act Title V SCSEP	X	X
<hr/> <i>Babs Roberts, Director</i> Department of Social and Health Services, Community Services Division	TANF	X	X
<hr/> <i>Ginny Shoemaker, President</i> Dynamic Education Systems (DESI)	Job Corps	X	X
<hr/> <i>Michael Dunn, Superintendent</i> NorthEast Washington Educational Service District 101	WIOA Title I Youth, YouthBuild, Open Doors	X	X
<hr/> <i>Dawn Kinder, CHHS Director</i> City of Spokane	Community Development Block Grant	X	X
<hr/> <i>Ryan Guppy, Chief of Return to Work Partnerships</i> Department of Labor and Industries	N/A	X	
<hr/> <i>Clark Brekke, President and CEO</i> Goodwill Industries	WIOA Title I Youth, Connection Site	X	X
<hr/> <i>Patrick Roewe, Executive Director</i> Spokane County Library District	Connection Site	X	X

Name/title/Organization	Required Partner/ Program(s) Represented	Party to Compact	Party to MOU
_____ <i>Andrew Chanse, Director</i> Spokane Public Library	Connection Site	X	X
_____ <i>Regina Malveaux, Chief Executive Officer</i> YWCA	Connection Site	X	X
_____ <i>Todd Mielke, Chief Executive Officer</i> Greater Spokane Incorporated	N/A (Economic Development)	X	
_____ <i>Tina Morrison, Secretary-Treasurer</i> Spokane Regional Labor Council	N/A (Labor)	X	