

Regional Workforce Development Community Compact & One-Stop System Memorandum of Understanding July 2023 - June 2026

Overview

The Spokane WorkSource System, consisting of 25 service delivery, self-service and/or outreach locations (1 comprehensive American Job Center, 19 Connection Sites, 4 Specialized Sites and 1 Outreach Kiosk), as well as a broad network of community partners, is collectively committed to supporting the delivery of effective, accessible and high-quality career, talent pipeline and skills acquisition services for all individuals and businesses within Spokane County. To ensure a shared vision and common understanding, the Spokane Workforce Council (SWC) worked with signatory partners to create this Agreement, which is both in-line with federal/state guidelines and is designed to best meet the needs of the local workforce development system. This Agreement is intended to promote the ongoing expansion and engagement of community partnerships in support of regional economic prosperity while meeting the requirements for system partners to provide highly integrated and effective services.

There are two components to this Agreement as well as a separate Memorandum of Understanding (MOU)/Infrastructure Funding Agreement (IFA) for each certified WorkSource location:

- I. Regional Workforce Development Community Compact: Describes how a broad network of agencies will coordinate efforts to create opportunities for job seekers and businesses in Spokane County both within the certified service delivery site system, as well as ancillary partners who have agreed to support regional workforce development efforts. Signed agreement valid from July 2023 through June 2026.
- II. One-Stop System Memorandum of Understanding/Infrastructure Funding Agreement: Subset of the larger community compact. A federally-required document outlining how the Spokane WorkSource System, which constitutes a large portion of the regional workforce development network but is a designation for partners operating within a certified WorkSource service site, will operate and includes associated costs. Signed agreement valid from July 2023 through June 2026.

In addition to this Agreement, each certified WorkSource site will enter into agreement with the SWC via **Certified Site Contributing Partner Agreement** (Memorandum of Understanding/Infrastructure Funding Agreement). This model is designed to reflect the unique needs of each site and allow only partners at that site to work together regarding site operation costs. Each agreement will be initially signed in June 2023 and will be updated annually to reflect inconsequential changes to service delivery or costs. This agreement will be signed only by the site partners and the SWC.

Note: The SWC board chair, elected officials and all system partners will not re-sign the overall system budget (IFA) during the life of the One-Stop System MOU/IFA (July 2023-June 2026) unless the total overall costs for required partners increases by more than 15% in a given program year. This process is designed to prevent the SWC board chair, elected officials and non-onsite partners from needing to resign all IFA agreements as these updates only impact those contributing financially to each specific site. Instead, the 2023-2026 One-Stop System Memorandum of Understanding/Infrastructure Funding Agreement will be considered the overarching agreement while all parties agree inconsequential changes to the costs of operations at each site may occur from year to year without all parties needing to resign this master Agreement. Sites may also change designation type, e.g. from Connection Site to Specialized Site, if deemed necessary, without this master Agreement needing to be updated. Signature to this document affirms your agreement to this model.



Section I

Regional Workforce Development Community Compact July 2023 – June 2026



Regional Workforce Development Community Compact July 2023-June 2026

Overview

The Regional Workforce Development Community Compact (Compact) establishes the framework for a collaborative and mutually beneficial relationship among those in Spokane County who wish to partner to continually increase access to and awareness of workforce services while reducing redundancy, increasing cost efficiency, and continuously improving services to our shared customers and community.

Signatories to the Compact commit to supporting the following:

- 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.
- A commitment to high quality customer services and shared data (when possible) to enhance employment outcomes.
- Meet the needs of customers by ensuring that all services and activities are
 physically, technologically and programmatically accessible to those with barriers
 to employment and utilizing human-centered design/customer feedback
 principles to the greatest extent possible.
- Creating a delivery system that utilizes feedback from employers and job seekers to challenge the status quo and innovates to drive improvements.
- Align goals, resources, and initiatives with economic development, business, labor and education partners.
- Work with counterparts to address broad workforce needs of the regional economy and leverage resources to provide solutions.
- Expand access to job seeker and business services, when possible.
- Generally avoid working at cross-purposes and look for opportunities to avoid unnecessary duplication.
- Identify new opportunities to serve job seekers and/or businesses.
- Communicate with the SWC/appropriate partners regarding services offered, best practices, and workforce challenges that need to be addressed; and

Agencies interested in becoming part of the Compact may join at any time without impacting this agreement. Rather, existing partners will be notified via email of additional partners to our network and changes will be reflected in the next Compact update.



Partners to the Regional Workforce Development Community Compact July 2023 - June 2026

Spokane Workforce Council	Spokane County	City of Spokane
Employment Security Department	Career Path Services	NEWESD101
Goodwill Industries of the Inland Northwest	Washington State Labor & Industries	Community Colleges of Spokane
Department of Services for the Blind	Greater Spokane Inc.	Spokane Regional Labor Council
Department of Vocational Rehabilitation	American Indian Community Center	Spokane Public Library
YWCA	Resource Center of Spokane County	Next Generation Zone
Skils'kin	Pioneer Human Services	Spokane County Library District
Department of Social and Health Services Community Services	AARP Foundation	AJAC



Section II

One-Stop System Memorandum of Understanding and Infrastructure Funding Agreement

July 2023 - June 2026



One-Stop System Memorandum of Understanding and Infrastructure Funding Agreement July 2023 - June 2026

Overview

This Agreement is designed for required partners, signatories and other parties who have chosen to participate. There are three levels of responsibility to the regional WorkSource System:

- Lead Responsibility: The SWC Chief Executive Officer: Signature to this
 Agreement indicates the organization's willingness to accept lead
 responsibility for specific goals identified in this document and in the SWC
 Local Integrated Workforce Plan, and to identify/utilize resources to achieve
 these goals. See below for additional information.
- Authorizing Responsibility: Signature of the local Chief Elected Officials indicates approval of the MOU/IFA and continued support of the local WorkSource system.
- Operational/Programmatic Responsibility: Signature by the WorkSource System partners indicates their commitment to providing services to job seekers and/or businesses at the region's American Job Center (WorkSource) certified sites. See below for additional information.

Spokane Workforce Council (SWC) holds the ultimate accountability and responsibility (lead responsibility) for the organization and oversight of the Spokane WorkSource System pursuant to WIOA Section 107(d)(7)(A)(i). The SWC will:

- 1. Fulfill the requirements of the federal Workforce Innovation and Opportunity Act on behalf of the Local Elected Officials in the Workforce Development Area.
- 2. Promote and support the integration of workforce development services of WorkSource System partners.
- 3. Develop policies for, oversee the quality and design of, and certify the WorkSource System within the Spokane region.
- 4. Negotiate the MOU/IFA for the region in good faith and be responsible for the regular reconciliation of costs, management of disputes, should these arise, and the process for modification/resigning.
- 5. Define training priorities and establish skills standards based on employer needs analysis for the Spokane WorkSource System.
- 6. Ensure customer satisfaction is measured and continuous quality improvement activities are in place.
- 7. Lead efforts to assure that all partners are cross-trained and cognizant of each other's goals so that they can work in a more collaborative fashion.
- 8. In collaboration with economic development efforts, establish relationships and networks with large and small employers and their intermediaries to develop, convene, or implement industry or sector partnerships.
- 9. Educate the community about critical workforce issues and the resources of the WorkSource system.

- 10. Craft and implement the area's Local Integrated Workforce Plan with input from the WorkSource partners and community stakeholders.
- 11. Procure and award contracts for a One-Stop Operator and WIOA Title I services consistent with the requirements of WIOA and the Local Integrated Workforce Plan.
- 12. Establish and maintain the local Demand/Decline Occupations List.

WorkSource System Partners are responsible for (operational/programmatic responsibility):

- 1. Supporting the cross-training of staff, as appropriate, and providing other professional learning opportunities that promote continuous quality improvement.
- 2. Supporting the provision of career services through the WorkSource System.
- 3. Familiarizing themselves with how to access the services available, as well as with the available services and benefits offered, for each of the partners' programs represented in the Spokane Local WDA American Job Center network.
- 4. Providing current materials summarizing their program requirements and making these materials easily available for partners and customers.
- 5. Developing and utilizing common intake, eligibility determination, assessment, and registration forms as applicable.
- 6. Working with the One-Stop Operator to develop cross-referral protocols and refer customers within the system and to other providers that may best meet their needs.
- 7. Maintaining confidentiality among partners.
- 8. Regularly evaluating ways to improve the referral process, including the use of customer satisfaction surveys.
- 9. Committing to robust and ongoing communication required for an effective referral and service delivery process, even when referrals and services don't work so that partners can continuously improve the process.
- 10. Being aware of the goals of WorkSource partners and working together and invest to achieve the mission, vision, purpose, goals and outcomes identified in Local Integrated Workforce Plan and this MOU.
- 11. Regularly reviewing program and service performance for quality improvement.
- 12. Using the WorkSource System required operating systems, including customer tracking and accountability, such as Effort to Outcomes (ETO), as appropriate.
- 13. Promoting the WorkSource system.
- 14. Supporting co-location of services where required and voluntary co-location where practical.
- 15. Providing financial support or in-kind services as negotiated in the Infrastructure Funding Agreement.

Certified WorkSource System Sites

The WorkSource Spokane System is comprised of 25 service delivery, self-service and/or outreach locations as described below.

1. Comprehensive American Job Center (1):

a. **WorkSource Spokane:** Serves as the region's American Job Center offering employment and career services for job seekers and business.

Requirements of an American Job Center:

- 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.
- Provides additional related employment and training resources and access to the services of all the required Workforce partner programs.

2. Certified Connection Sites (19):

- a. Goodwill Industries of the Inland Northwest: Located in downtown Spokane, this site provides job search assistance and access to other services, especially to those with barriers to employment.
- b. **Spokane Community College:** Located on the college campus, this site is designed to meet the needs of students.
- c. **Spokane Falls Community College:** Located on the college campus, this site is designed to meet the needs of students.
- d. Spokane Public Library (6): Six branches Spokane Public Library, Shadle Park, Hillyard, Liberty Park, Central and South Hill - provide afterhours/weekend services for job seekers, computers for job search, employment and résumé writing assistance and general information to access WorkSource System services.
- e. **Spokane County Library District (10):** Ten branches Airway Heights, Argonne, Cheney, Deer Park, Fairfield, Medical Lake, Moran Prairie, North Spokane, Otis Orchards, and Spokane Valley offer access the more remote parts of the region and provide after-hour and weekend access to job seekers for computer usage as well as one-on-one job search assistance provided by library staff.

Requirements of a Connection Site:

- Accessible to the general public during regularly scheduled, posted days and hours.
- Physically and programmatically accessible to individuals with disabilities per WIOA Sec. 188 and 29 CFR Part 38.13(a).
- Follow branding expectations consistent with WorkSource Standards and include the AJC tagline.
- Formally recognized by the SWC as a certified site.
- Title I and Title III staff may not be permanently home-based at a connection site per Washington State policy.
- Services are delivered by staff of a certified WorkSource site.

Connection sites are defined as self-service entry points in order to signify they typically do not have AJC-funded staff available to customers. They are designed to enhance and supplement customer access to information. This can be publicly available computer(s) with Internet access, the ability to connect to job search services, unemployment, online learning, skills development, etc.

3. Specialized Sites (4):

a. **Resource Center of Spokane County:** Located on the second floor of the WorkSource building, this site provides resources for the most underserved members of our community with the goal of assisting individuals and families with remaining housed and achieving economic empowerment.

- b. **Next Generation Zone:** Offers services specifically designed to serve at-risk, low-income youth.
- c. YWCA: Provides 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. Not intended for general public access to ensure the safety of customers.
- d. Airman and Family Readiness Center at Fairchild Air Force Base:
 Services offered by WorkSource staff available to military members and their families.

Requirements of a Specialized Site:

- Specialized sites are access points in addition to the comprehensive onestop.
- They do not need to provide access to every required partner, however, at a minimum, basic career services per 20 CFR 678.430(a) are accessible.
- They are connected to the comprehensive one-stop and any appropriate affiliate site(s) per 20 CFR 463.300(d)(3) and have processes in place to make referrals to these sites and the programs therein.
- Wagner-Peyser Act employment services cannot stand alone (per 20 CFR 678.315), and an additional partner or partners must be physically present more than a combined 50 percent of the time the site is open.
- They are physically and programmatically accessible to individuals with disabilities, per WIOA Sec. 188, 29 CFR 38, and TEGL 16-16 Sec. 9.

The Spokane WorkSource System also currently offers an **Outreach Kiosk** in the Northtown Mall. This pilot location is designated to promote the services available on the WorkSource Campus.

Note: WorkSource Spokane, the Next Generation Zone and the Resource Center of Spokane County are collectively referred to as the "WorkSource Campus."

<u>Services Available to WorkSource</u> 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 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 training, and customized training and sector and pathway strategies. 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 offered virtually and in-person will vary based on customer need as well as current funding. The following charts outlines WIOA services available within the Spokane WorkSource system.

Business Services offered by Talent Solutions at WorkSource

- Serve as the point of contact for businesses.
- Develop On-the-Job Training (OJT) opportunities.
- Provide information regarding assistive technology.
- Provide information related to Unemployment Insurance taxes and claims.
- Develop customized training opportunities to meet specific employer and/or industry cluster needs.
- Provide customized recruitment and job applicant screening, assessment and referral services when necessary.
- Work with the SWC to develop, convene or implement industry or sector partnerships.
- Use of one-stop center facilities for recruiting and interviewing job applicants.
- Provide employer and industry cluster-driven workshops/information.
- Conduct outreach promoting the WorkSource system.
- Provide information regarding workforce development initiatives and programs.
- Offer industry and targeted job fairs.
- Assist employers with Rapid Response activities.
- Layoff aversion strategies.
- Provide access to labor market information.

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Services to Young Adults Offered on the WorkSource Campus/ by Campus Partners

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.
- Paid and unpaid work experiences that have as a component academic and occupational education.
- Occupational skill training.
- Alternative secondary school services or dropout recovery services.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Adult mentoring.
- Supportive services.
- Financial literacy education.
- Activities that help youth prepare for and transition to postsecondary education and training.
- Entrepreneurial skills training.
- Follow-up services.
- Comprehensive guidance and counseling.
- Services that provide labor market and employment information about in-demand industry sectors or occupations.
- Leadership development opportunities.

Job Seeker Services Offered on the WorkSource Campus/by Campus Partners

- Outreach, intake and orientation to the information, services, programs, tools and resources available through the WorkSource system.
- Initial assessments of skill level(s), aptitudes, abilities and supportive service needs.
- Job placement assistance.

- Access to employment opportunity and labor market information.
- Performance information and program costs for eligible providers of training, education, and workforce services.
- Information on the availability of supportive services and referral to such, as appropriate.
- Information regarding Unemployment Insurance claim filing.
- Determination of potential eligibility for workforce partner services, programs and referrals.
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA.
- Comprehensive and specialized assessments of skills levels and service needs.
- Referral to training services.
- Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
- Individual and group counseling and career planning.
- Literacy activities related to work readiness.
- Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance.
- Work experience, transitional jobs, registered apprenticeships, and internships.
- Post-employment follow-up services and support.
- Occupational skills training through Individual Training Accounts (ITAs).
- On-the-Job Training (OJT).
- Adult education and literacy activities, including English language acquisition provided in combination with the training services described above.
- Incumbent Worker Training.
- Programs that combine workplace training with related instruction which may include cooperative education.
- Skill upgrading and retraining.
- Entrepreneurial training.
- Customized training.
- Customized training.
- Other training services as determined by the workforce partner's governing rules.

Referral Process for WorkSource Center Customers

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.

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 per WorkSource Information Notices 0112 (Change 3).

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 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
- Any other groups identified by the Governor of Washington State

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 SWC and WorkSource partners have implemented the following strategies to increase access for those with barriers to employment:

- **Geographically Distributed Access Points**: Provide greater access to services at sites throughout the county.
- Accessibility Subcommittee: Created by the SWC to gather input from a
 broad spectrum of populations with barriers to employment and to identify
 physical and programmatic barriers; recommend expansions to improve access
 for all customers. While this work was paused/ moved to virtual/email
 interactions during the height of the pandemic, it will resume fully in 2023.
- 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 access problems, as was realized in response to the pandemic, it can be used in many cases to substantially improve accessibility. WorkSource sites currently have virtual options, technology options for those with limited access, wireless internet, and adaptive technology used by job seekers on their own devices.

Co-Enrollment of Participants

Co-enrollment is an integrated service delivery strategy (see SWC Policy WS815: Integrated Service Delivery) that leverages more resources to help job seekers reach their career goals and improves the ability for WorkSource partners to work together by providing functional teams that 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. 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.

Infrastructure Funding Agreement

The overarching Infrastructure Funding Agreement (IFA) (master infrastructure budget) has been developed in agreement with partners in the Spokane Workforce Development Area. The purpose of the IFA is to establish the terms and conditions under which the partnership will share infrastructure resources in performance of workforce development services at each site. Through this Agreement, the partners have identified those costs related to the infrastructure of the Spokane WorkSource System that are mutually beneficial and agreed upon as shared costs. 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 (those contributing to facility costs must continue to pay for such costs in the event of staff turnover or staff working temporarily at another location).
 - 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.

• 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 Shared Costs A portion of the cost of employing the Spokane One-Stop Operator.

The SWC commits to contributing their funding to provide to support the following on the Spokane WorkSource Campus:

- Accessibility Technology and other tools used by individuals with disabilities, such as hardware, software, audio looping, etc.
- WorkSource System Coordination The remaining cost of the One-Stop Operator, as well as site directors for the Spokane Resource Center and Next Generation Zone, and SWC staff to build capacity throughout the WorkSource System, coordinate training and assisting with WorkSource System certification.
- American Job Center/WorkSource System Branding and Outreach 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, and other assessments are available for all customers.
- Professional Development Supports professional development for campus trainings.
- Supplies/Emergency Needs Supports emergency or unexpected costs which
 may include the following as funding allows: repairing or replacing damaged
 equipment or furniture or other supplies, recognition and publication of staff
 best practices to ensure common understanding throughout our local system
 and to promote staff integration throughout the system.

The IFA distributes non-personnel infrastructure costs for the WorkSource Center among all of the required and additional partners in the workforce development area based on their participation in the center using staff full-time equivalent (FTE) as the measurement, which equates to the availability of their services in the local area. The non-personnel infrastructure costs for affiliated sites is distributed among the partners located at each 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.
- Connection and Specialized 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 SWC 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.

Periodic Reconciliation

The IFA budget is based on planned costs and information available as of the date of signature. It is the responsibility of partners to notify the SWC of changes to program delivery design, including staffing level changes. Any staffing level changes will be presumed to be in effect for the entire month for billing purposes. Once a 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. When reconciliation requires a WorkSource partner to pay other partners, payment will be made at least annually.

The partners will be contacted by the SWC 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 the Employment Security Department informs the SWC of, as well as actual staffing rates, and for the Next Generation Zone, actual room usage rates.

Per state policy, IFAs are to be agreed upon annually by March 31. However, it is also recognized that the SWC and its partners rarely receive their funding allocations from the state by that date. To the extent possible, the SWC will seek agreement annually by March 31 for IFA in accordance with <u>state policy</u>. Each new site specific MOU/IFA will commence on July 1st each year. Unless the changes are significant as defined above, this master MOU/IFA will not be re-signed; only the individual site MOU/IFAs will be sent for signature. the MOU will not need to be re-signed by all parties.

Parties to the IFA

The Partner/Site matrix included as Attachment A to this agreement identifies which partners participated in the development of the system MOU/IFA.

Process to Achieve Agreement

Based on feedback during the 2020 MOU/IFA process, as well as through ongoing communication with partners, it was widely noted that signatory agencies are pleased with the MOU/IFA and little change was required during the 2023 process overall. The largest change necessary was to align with updated state policies, which led to the creation of separate MOU/IFA for each site in addition to this Agreement. As budget planning could not begin prior to April 2023, it was necessary for the MOU/IFA process to begin a bit later than desired, but the Spokane partners agreed the delay was needed.

To ensure parties, especially those required to contribute financially, remain satisfied with the process and their contribution, and to ensure the system meets the needs of customers, the following occurred leading up to the creation of this Agreement:

- The SWC met regularly with WorkSource Campus partners to best capture information on the current-state and collect feedback regarding any anticipated future costs to be included in the Infrastructure Funding Agreement (IFA).
- The SWC Board of Directors/administrative staff recertified WorkSource sites, a
 process that included board members/staff meeting with representatives from
 each site, collecting feedback regarding opportunities and challenges, and
 engaged in ongoing conversations to ensure enhanced communication and
 professional development opportunities. In response, the SWC purchased a
 learning management system that will have training available to all sites in 2023.
- SWC staff regularly met with all sites and continue to expand partnership opportunities, including those captured in this Agreement.

- SWC staff worked with partners to come to consensus regarding the basis for allocating costs. The SWC 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 in 2019, with that model remaining in place for this Agreement, and partners have agreed each year since it continues to meet their needs. Discussed during April 7th Spokane WorkSource System Site meeting, April 12th SWC Board meeting (public).
- Agreement shared for review and comment with signatories. Partners were invited to submit comments as well as were provided with two virtual discussion sessions on April 28 and May 1, 2023, to review the document and potential changes, and two additional virtual sessions were offered on May 24 and 31, 2023 to review suggested changes.
- Partners agree on Other Shared Costs.
- Discussions with individual agencies/SWC staff available, as needed.
- Final draft for review of the Compact, MOU and IFA shared prior to signature.

Terms

The following terms apply to both the General Memorandum of Understanding and the site-specific Memorandum of Understanding:

Intent

This document is not a lease or sublease agreement and nothing in the document should be construed as such. The leaseholders of each site may require a sublease agreement and costs will align with the IFA.

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 Agreement 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. No party shall disclose any private or confidential information under this agreement unless authorized by law, and no language in this agreement supersedes existing data sharing agreements and the requirements thereof.

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 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.

Hold Harmless and Indemnification

Each agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party to this agreement assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. To the extent allowable under Washington State law, each agency will hold harmless and defend all other partners to this Agreement from any and all claims for damages, including costs and attorneys' fees resulting in whole or in part from the Partner or its agents' activities under this Agreement. It is recognized state law does not apply consistently across the partnership, which consists of various levels of government, not-for-profit, and for-profit entities.

Signature, Duration and Amendment

This agreement commences on July 1, 2023 or the day it is signed by all parties, whichever is sooner, and shall remain in effect until June 30, 2026 unless terminated or modified as per SWC Policy WS807: Memorandum of Understanding. Signatories will be notified of any updates to the policy and the related public comment periods.

The IFA incorporated into this agreement is effective for the same dates outlined above; however, this portion of the agreement must be updated annually to address any changes in the cost of operating the system. Each subsequent MOU/IFA will be in effect for one program year.

Generally, amendment or modification of the Agreement 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 this master agreement MOU/IFA. 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 or Specialized Sites may be added during the term of this MOU/IFA without the need to re-sign the entire document. These 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 to the next MOU/IFA, whichever is most appropriate, based on agreement. Partners will be notified via email.

Substantial changes, such as the removal of a required partner organization, an increase of greater than 15% of planned annual costs overall 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.

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. The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this contract shall be the same as execution of an original ink signature; and that e-mail, electronic, or facsimile delivery of a signed copy of this contract shall be the same as delivery of an original.

Termination

In the event funding identified in support of the Infrastructure Funding Agreement is suspended, terminated or reduced substantially during the term of this Agreement, then a partner may terminate or reduce its participation in this Agreement as allowed per existing lease and sublease agreements. A request to terminate this agreement must be submitted in writing to the SWC Chief Executive Officer, and such a request requires at least ninety (90) days prior written notice. The terminating or reducing partner shall be responsible for and agrees to pay its share of costs through the effective date as outlined in sublease agreements.

Upon termination or reduction of a partner, the costs associated with this IFA shall be reallocated by the SWC among the remaining partners, and the Agreement shall be modified in writing accordingly. The SWC is responsible for notifying all partners of the change in participation.

Assurances

- This Agreement will be interpreted under Washington State Law or Federal Law as applicable.
- Each Partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this Agreement.
- It is understood and agreed by the partners that employees receiving compensation for work performed under this Agreement are employees of the Partner agency that compensates, supervises, trains, and provides benefits and other support to that employee, and that each Partner is solely responsible for compensation to its employees, as well as any associated benefits and taxes.
- If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of the Agreement shall remain in force.

Dispute and Conflict Resolution

The WorkSource System will function by consensus under the direction of the SWC. When consensus cannot be reached, the parties to the dispute will adhere to the SWC 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.



July 2023 - June 2026

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

Signature to this Document Serves as Agreement to the Following:
Community Compact One-Stop System MOU/IFA



July 2023 - June 2026

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Name/Title/Organization/ (Representing)	Signature to this Document Serves as Agreement to the Following:
Kelley Charvet SWC Board Chair, Spokane Workforce Council	Community Compact One-Stop System MOU/IFA
Mark Mattke CEO, Spokane Workforce Council (Local Workforce Board)	Community Compact One-Stop System MOU/IFA
Mayor Nadine Woodward City of Spokane (Chief Elected Official)	Community Compact One-Stop System MOU/IFA
Commissioner Josh Kerns Spokane County (Chief Elected Official) Docusigned by:	 Community Compact One-Stop System MOU/IFA
Lori Vuituuliumur AC7B9498C8624F0. Lori Veitenheimer One-Stop Operator, WorkSource Spokane (Additional Partner - WorkSource)	Community Compact One-Stop System MOU/IFA
Cami Eakins CEO, Career Path Services (Required Partner - WIOA Title I)	 Community Compact One-Stop System MOU/IFA



July 2023 - June 2026

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Mayor Nadine Woodward City of Spokane (Chief Elected Official)	Community Compact One-Stop System MOU/IFA
Commissioner Josh Kerns Spokane County (Chief Elected Official)	Community Compact One-Stop System MOU/IFA
Lori Veitenheimer One-Stop Operator, WorkSource Spokane (Additional Partner - WorkSource) DocuSigned by:	Community CompactOne-Stop System MOU/IFA
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Dr. Levin Brockbank Dr. Kevin Brockbank Chancellor, Community Colleges of Spokane (Required Partner – WIOA Title II, Carl Perkins; Connection Site)	Community Compact One-Stop System MOU/IFA
Jennie Weber Regional Director, Employment Security Department (Required Partner - WIOA Title I & III, Veterans, TAA, MSFW, Unemployment Compensation/RESEA, Fairchild Air Force Base Specialized Site WorkSource Staff Agency Employer)	Community Compact One-Stop System MOU/IFA
Lisa Wheeler Assistant Director of Vocational Rehabilitation and Workforce, Department of Services for the Blind (Required Partner - WIOA Title IV)	Community Compact One-Stop System MOU/IFA
Douglas Morehead Contracts Manager, Department of Social and Health Services, Division of Vocational Rehabilitation (Required Partner - WIOA Title IV)	Community Compact One-Stop System MOU/IFA
Demetri Antzoulatos VP Finance, Grants, Operations; AARP Foundation (Required Partner – SCSEP Title V Older Americans Act)	Community Compact One-Stop System MOU/IFA
Babs Roberts Director, Department of Social and Health Services, Community Services Division (Required Partner – TANF)	Community Compact One-Stop System MOU/IFA
Robert Roettger Superintendent, NorthEast Washington Educational Service District 101 (Required Partner - WIOA Title I Youth, YouthBuild)	Community Compact One-Stop System MOU/IFA
Kim Mccollim CHHS Director, City of Spokane (Required Partner - Community Services Block Grant – Employment & Training)	Community Compact One-Stop System MOU/IFA
Linda Lauch Executive Director, American Indian Community Center (Required Partner - Native American Programs)	Community Compact One-Stop System MOU/IFA

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Junic Weber Jennie Weber Regional Director, Employment Security Department (Required Partner - WIOA Title I & III, Veterans, TAA, MSFW, Unemployment Compensation/RESEA, Fairchild Air Force Base Specialized Site WorkSource Staff Agency Employer)	Community Compact One-Stop System MOU/IFA
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Babs Roberts Director, Department of Social and Health Services, Community Services Division (Required Partner – TANF)	Community Compact One-Stop System MOU/IFA
Robert Roettger Superintendent, NorthEast Washington Educational Service District 101 (Required Partner - WIOA Title I Youth, YouthBuild)	Community Compact One-Stop System MOU/IFA
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6/21/2023 Lisa Wheeler Assistant Director of Vocational Rehabilitation and Workforce, Department of Services for the Blind (Required Partner - WIOA Title IV)	 Community Compact One-Stop System MOU/IFA
Douglas Morehead Contracts Manager, Department of Social and Health Services, Division of Vocational Rehabilitation (Required Partner - WIOA Title IV)	Community Compact One-Stop System MOU/IFA
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Robert Roettger Superintendent, NorthEast Washington Educational Service District 101 (Required Partner - WIOA Title I Youth, YouthBuild)	Community Compact One-Stop System MOU/IFA
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Lisa Wheeler Assistant Director of Vocational Rehabilitation and Workforce, Department of Services for the Blind (Required Partner - WIOA Title IV) ——DocuSigned by:	Community Compact One-Stop System MOU/IFA
Douglas Mortuad 432A7E6E14AB465 Douglas Morehead Contracts Manager, Department of Social and Health Services, Division of Vocational Rehabilitation (Required Partner - WIOA Title IV)	Community Compact One-Stop System MOU/IFA
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Michael MacKillop Executive Director, Department of Services for the Blind (Required Partner - WIOA Title IV)	Community Compact One-Stop System MOU/IFA
Doni Kotas-Turner, Contracts Supervisor Department of Social and Health Services, Division of Vocational Rehabilitation (Required Partner - WIOA Title IV)	Community Compact One-Stop System MOU/IFA
Demetri Antzoulatos 7/10/2023 Demetri Antzoulatos VP Finance, Grants & Operations, AARP Foundation (Required Partner – SCSEP Title V Older Americans Act)	Community Compact One-Stop System MOU/IFA
Babs Roberts Director, Department of Social and Health Services, Community Services Division (Required Partner – TANF)	Community Compact One-Stop System MOU/IFA
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Kathy Richards	Community Compact

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Clark Brekke President and CEO, Goodwill Industries of the Inland Northwest (Required Partner – WIOA Title I; Connection Site)	Community Compact One-Stop System MOU/IFA
Patrick Roewe Executive Director, Spokane County Library District (Connection Site)	Community Compact One-Stop System MOU/IFA
Andrew Chanse Director, Spokane Public Library (Connection Site)	Community Compact One-Stop System MOU/IFA
Jeanette Hauck Chief Executive Officer, YWCA (Connection Site)	Community Compact One-Stop System MOU/IFA
Alisha Benson CEO, Greater Spokane Incorporated (Community Compact Partner Representing Economic Development)	Community Compact
Tina Morrison Secretary-Treasurer, Spokane Regional Labor Council (Community Compact Partner Representing Labor)	Community Compact
Jennifer Morris Director, Spokane Resource Center (Connection Site)	Community Compact One-Stop System MOU/IFA
Kevin Williams Division Executive, Spokane Workforce Council (Representing Next Generation Zone as Site Director)	Community Compact One-Stop System MOU/IFA
Darin Christensen Client and Community Services Program Manager, Pioneer Human Services (Community Compact Partner Representing Re-Entry Programming)	Community Compact

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Patrick Roewe Executive Director, Spokane County Library District (Connection Site) DocuSigned by:	Community Compact One-Stop System MOU/IFA
Andrew Chanse 6/22/2023	
Andrew Chanse Director, Spokane Public Library (Connection Site)	Community Compact One-Stop System MOU/IFA
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Clark Brekke President and CEO, Goodwill Industries of the Inland Northwest (Required Partner – WIOA Title I; Connection Site)	Community Compact One-Stop System MOU/IFA
Patrick Roewe Executive Director, Spokane County Library District (Connection Site)	Community Compact One-Stop System MOU/IFA
Andrew Chanse Director, Spokane Public Library (Connection Site) — DocuSigned by:	Community Compact One-Stop System MOU/IFA
Jeanette Hauk Jeanette Hauck Chief Executive Officer, YWCA (Connection Site)	Community Compact One-Stop System MOU/IFA
Alisha Benson CEO, Greater Spokane Incorporated (Community Compact Partner Representing Economic Development)	Community Compact
Tina Morrison Secretary-Treasurer, Spokane Regional Labor Council (Community Compact Partner Representing Labor)	Community Compact
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Junifur Morris 6/27/2023 Jennifer Morris Director, Spokane Resource Center (Connection Site)	Community Compact One-Stop System MOU/IFA
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Kevin Williams 6/20/2023 Kevin Williams Division Executive, Spokane Workforce Council (Representing Next Generation Zone as Site Director)	Community Compact One-Stop System MOU/IFA
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Kevin Williams Division Executive, Spokane Workforce Council (Representing Next Generation Zone as Site Director)	Community Compact One-Stop System MOU/IFA
Hulary Young 06/30/2023 Hilary Young VP of Advocacy and Philanthropy , Pioneer Human Services (Community Compact Partner Representing Re-Entry Programming)	Community Compact

Name/Title/Organization/ (Representing) DocuSigned by:	Signature to this Document Serves as Agreement to the Following:
Toby Broummuling 6/21/2023 Toby Broemmeling Vice President of State Programs, Skils'kin (Community Compact Partner Representing Individuals with Disabilities and Business)	Community Compact
Briana Durham Director of Business & Program, AJAC (Additional Partner at Next Generation Zone)	Community Compact One-Stop System MOU/IFA
HUD – Employment & Training N/A - not currently available in the region	N/A
Second Chance Act Reentry Employment Opportunities N/A - not currently available in the region	N/A
Job Corps N/A – not currently available in the region	N/A

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Dentina Lynn Strictland Dentina Lynn Strictland Dentina Lynn Strictland Executive Director, AJAC (Additional Partner at Next Generation Zone)	Community Compact One-Stop System MOU/IFA
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