



Workforce Development Council  
Snohomish County

## **SYSTEM POLICIES**

### **MEMORANDUM #10-02**

**To:** All WorkSource Snohomish County Partners

**Subject:** Memorandum of Understanding

**Supersedes:** None

**Effective Date:** February 15, 2011

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#### **A. BACKGROUND**

Workforce Development Council Snohomish County (WDCSC) is issuing this policy in conformance with Washington State Policy Number 1013, *WorkSource Memorandum of Understanding*, which established standards for the development of local Memoranda of Understanding. The policy supports WorkSource Initiative Framework goals for the delivery of consistent quality services through the delineation of roles and responsibilities of WorkSource partners in a Memorandum of Understanding (MOU).

The Workforce Investment Act Section 121(a)(1) delegates the role of reaching agreement on collaborative service strategies with partners in the WorkSource Snohomish County system to WDCSC which acts with the agreement of the Chief Elected Official through an MOU. In the MOU, each partner outlines its collaborative role in the delivery of services to individuals through the WorkSource Snohomish County system.

As part of WDCSC's responsibility for convening local workforce development partners and stakeholders, planning the area's workforce development strategy, and overseeing effective working relationships of partners in the WorkSource centers and affiliate sites, WDCSC must ensure there is a MOU in place reflecting overall strategies and partners' commitment to the WorkSource Snohomish County system.

The MOU is a shared document among all WorkSource Snohomish County partners and complements the WIA/Wagner-Peyser Operations Plan prepared and signed by WDCSC and local ESD staff in consultation with the WorkSource Snohomish County partners. The Operations Plan is updated at least once every two years and provides information on operation of the WorkSource Snohomish County system. Additionally, accountability for specific functions

related to the MOU is documented in subcontracts and non-fiduciary agreements between WDCSC and WorkSource Snohomish County partners.

**B. POLICY**

WDCSC, with the agreement of the Chief Elected Official, must develop and enter into a Memoranda of Understanding (MOU) with all WorkSource Snohomish County partners concerning roles, responsibilities, and the delivery of services through the WorkSource Snohomish County system.

Each partner to the MOU is required to fulfill its responsibilities in accordance with the provisions of law and regulations governing its activities.

The MOU shall, at a minimum, incorporate the following information in the body of the document or by attachment and/or reference:

**1. Services to be provided through the WorkSource Snohomish County system including methods of referral of individuals between the partners for the appropriate services and activities (PL 105-220 WIA Law (Section 121(c)(2)(A)(i))**

The MOU will clearly describe the partners' combined strategy and each partner's roles and responsibilities involved in the following activities:

- Common responsibility of each partner for customer service delivery
- Customer flow through the WorkSource Snohomish County system
- Integrated Service Functions to include
  - Business Services (see WDCSC Systems Policy #10-04)
  - Front End Services (see WDCSC Systems Policy #10-05)
  - Job Seeker Services (see WDCSC Systems Policy #10-06)
- Customer referrals made in conformance with PL 105-220 WIA Law Section 121(c)(2)(A)(iii) to include
  - The point of contact for job seeker customers
  - Intake, enrollment and assessment processes
  - Partners delivering these services
  - Seamless client flow between programs

Roles of partners that are not involved specifically in any of the above functions must also be clearly defined in the MOU.

Any subcontract or other agreement between WDCSC and its One-Stop Operators shall be attached and incorporated by reference.

**2. Funding the services and operating costs of the system (PL 105-220 WIA Law Section 121(c)(2)(A)(ii))**

The MOU must outline how the costs of such services described above and the operating costs of the system will be funded through incorporation of the Resource Sharing Agreements (RSA) incorporated into the MOU by reference.

**3. The duration of the memorandum and the procedures for amendment during the term of the memorandum (PL 105-220 WIA Law Section 121(c)(2)(A)(iv))**

The MOU must be a living document reflecting partnerships within the WorkSource Snohomish County system with a term of no longer than three years.

A partner seeking a modification to any element in the MOU must make a written request to WDCSC at least 60 days in advance. WDCSC will engage partners in any modification discussion. In cases where there is a significant or emerging project that takes immediate partner collaboration and coordination, WDCSC will convene a meeting of WorkSource Snohomish County partners to decide on a course of action including the project lead. Resultant requests for modification to the MOU will follow this same process.

**4. To the extent that they exist in the Snohomish County workforce development area, required organizations will make available services described in Section 134(d)(2) through the One-Stop Delivery System in keeping with the terms of the signed Memorandum of Understanding**

- Workforce Investment Act Title IB Youth, Adult and Dislocated Worker Programs
- Job Corps, Migrant and Seasonal Farmworker Program, Native American Program, and YouthBuild Program
- Wagner-Peyser Act
- Veterans Programs
- Adult Education and Literacy activities authorized under Title II
- Vocational Rehabilitation
- Unemployment Compensation
- Trade Act
- Older Worker Programs in Title V
- Post-Secondary Vocational Education
- Community Services Block Grant - Employment and Training
- Housing and Urban Development - Employment and Training

If one of the above programs is not present in Snohomish County, there is no need for a signature on the MOU. Additional organizations may be partners in the MOU as determined by WDCSC with agreement of the Chief Elected Official.

#### **5. Customer complaint and partner dispute resolution processes**

The MOU must reference WDCSC Systems Policy #10-08, *Customer Complaint*, which must be attached and incorporated by reference in the MOU for resolving customer complaints.

The MOU must reference WDCSC Systems Policy #10-12, *Dispute Resolution*, which must be attached and incorporated by reference in the MOU for resolving disputes among WorkSource Snohomish County partners.

#### **C. STANDARDS**

The following minimum standards have been established by ESD for determining WorkSource Snohomish County compliance with this policy.

There is a fully executed MOU in place for the WorkSource Snohomish County system that:

- Includes the requirements noted above in Sections 1-5 of Section B. above and
- Is made available to all partners in the local WorkSource system.

#### **D. MEASURES**

The following measures have been established by ESD as the basis for assessing whether or not the minimum standards are being met.

- The MOU follows state and WDCSC policy and standards and is on file and publicly available;
- Signatures on the MOU are dated no longer than three years ago; and
- WDCSC has documentation of any complaints or disputes that have arisen regarding agreement or signing of the MOU.

#### **E. MONITORING**

ESD will review the WorkSource Snohomish County MOU for compliance with this policy starting July 1, 2010.