

This Memorandum of Understanding (MOU) is between the Local Workforce Development Board (Worksystems), the Chief Elected Officials representing the City of Portland, Washington and Multnomah counties (CEOs) and the Partner Agencies named below (Partners) relating to the operation of the WorkSource Portland Metro one-stop service delivery system (WSPM). This document ensures compliance with the Workforce Innovation and Opportunity Act and its implementing regulations, and provides the framework to achieve our shared goal of providing a comprehensive, seamless customer-facing service delivery system.

I. PARTNER AGENCIES

- Easter Seals of Oregon
- Job Corps – Human Learning Systems
- Higher Education Coordinating Commission Office of Community Colleges and Workforce Development (CCWD)
- Oregon Commission for the Blind
- Oregon Department of Human Services: Self Sufficiency Programs (TANF and SNAP)
- Oregon Department of Human Services: Vocational Rehabilitation
- Oregon Department of Human Services: Community Services and Supports Unit (SCSEP)
- Oregon Employment Department
- Oregon Human Development Corporation
- Portland Metro Workforce Development Board – Worksystems
- Portland YouthBuilders

II. BACKGROUND

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

In June 2016, the Departments of Education and Labor issued the final regulations to implement WIOA. The regulations clarify the need and expectation to modernize the nation's workforce system and represent a more integrated, job-driven approach to support communities and expand job growth.

The regulations reaffirm the role of the one-stop delivery system as the cornerstone of the public workforce development system and direct Required Partners to collaborate to support a seamless customer-focused service delivery network. The regulations further require that programs and providers co-locate, coordinate, and integrate resources, activities and information, so that the system is accessible for individuals and employers alike. The goal is to increase the long-term employment outcomes for individuals seeking services, especially those with significant barriers to employment.

In response to the passage of WIOA, the Oregon State Workforce Investment Board (OWIB) developed and approved a new Unified Strategic Workforce Plan. The State Plan supports the vision of WIOA and provides the State framework for implementing the new law. The State Plan confirms WorkSource Oregon (WSO) as the statewide one-stop system and directs Required Partners to leverage resources and staff to support the WSO system and the continued implementation and comprehensive use of the WSO Operational Standards.

At the direction of OWIB and the WIOA, Worksystems, the Portland-Metro Workforce Development Board, developed a local plan to support the State vision and implement WIOA to meet the needs of local job seekers, workers and businesses most effectively. The local plan was approved by the OWIB in June 2016 and establishes the framework for the implementation of WIOA in the Portland Metro region.

III. WIOA REQUIREMENTS AND REFERENCES

- WIOA Section 121(c) requires that Worksystems develop and enter into a memorandum of understanding between Worksystems and WSPM partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with Worksystems pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the programs and requires that the services and activities under each of those programs must be made available through WSPM. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).

- WIOA Section 121(b)(1)(A)(ii) requires each Required Partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the WSPM system and that participation in WSPM is in addition to other requirements applicable to each partner's program under each authorizing law.

IV. PURPOSES AND RESPONSIBILITIES

WIOA calls for strengthening the alignment of core workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The core workforce programs under WIOA include:

- Adult Education and Family Literacy Act Program (WIOA Title II)
- Adult Program (WIOA Title I)
- Dislocated Worker Program (WIOA Title I)
- Job Corps
- Senior Community Service Employment Program (Title V of the Older Americans Act of 1965) (SCSEP)
- TANF and SNAP (Department of Human Services Self-Sufficiency Programs)
- Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV)
- Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by WIOA Title III)
- YouthBuild
- Youth Program (WIOA Title I)

The purposes of this MOU are to:

- Define the roles and responsibilities of Worksystems and Partners as it relates to the operation and continued development of the WSPM system.
- Coordinate resources to prevent unnecessary duplication.
- Ensure the effective and efficient delivery of WorkSource services.
- Enhance the WSPM system to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish joint processes and procedures that will enable partners to align and integrate programs and activities across the WSPM system.

The parties agree to work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the WSPM system. In addition, the parties agree to:

- Continuous partnership building.
- Participate in continuous improvement activities.
- Work together to seek additional grant opportunities to further the mission of the WSPM system.
- Adherence to common data collection and reporting needs.
- Make available to customers through the WSPM system the services that are applicable to partner's programs.
- Participate in the operation of the WSPM system consistent with the terms of the MOU, the local workforce plan and requirements of applicable law.
- Participate in staff capacity-building and development, including but not limited to cross-training between partner staff.
- Develop, offer and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, retaining and developing talent for the regional economy.

V. VISION & GOALS

The parties agree to support the following WSPM Vision, Guiding Principles and Goals:

Vision

Employers have qualified employees and both current and future workers have the skills and support they need to successfully engage, advance and succeed in the labor market.

Guiding Principles

Collaboration – Equity – Accountability – Inclusiveness – Relevance – Excellence

Goals

- The regional workforce system is aligned, provides integrated services, efficiently uses resources and continuously improves to deliver outcomes for employers and job seekers.
- Employers can find the regional talent they need to grow and remain competitive.
- Regional workers, particularly low-income and other underserved residents including those receiving public assistance, those with low basic skills and communities of color, have the skills and support they need to fill and retain current and emerging quality jobs.
- Youth have the academic and work competencies required by regional employers.

VI. TERM

This MOU shall become effective, and performance shall commence, on July 1, 2020. The One-Stop Partner MOU in effect since July 1, 2017 shall terminate with the execution of this MOU. The MOU will be reviewed at least every three years and may be reviewed by Parties on a more frequent basis. The MOU is in effect until terminated and/or modified in accordance with the terms of this agreement.

VII. WORKSYSTEMS ROLES AND RESPONSIBILITIES

As the Portland Metro Workforce Development Board, Worksystems' role in WSPM is to coordinate the integration of Required Partners into WSPM in accordance with WIOA; build additional partnerships, including local employers; convene a Local Leadership Team comprised of system partners; align and coordinate programs; pursue and invest resources; oversee the quality and continuous improvement of the WSPM system; and certify WSPM Centers.

In addition, WIOA Section 107 requires Worksystems to:

- Develop the Local Workforce Plan and coordinate its implementation across WSPM partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker, leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Coordinate the delivery of core WIOA programs through the one-stop service delivery system.

Worksystems is the grant recipient and administrative entity for the region's WIOA Title I resources. In addition, Worksystems coordinates and manages other resources on behalf of State and local partners and pursues additional grants and other resources to address local workforce needs. Worksystems commits to investing these resources in support of the WSPM system. Worksystems will purchase contracted workforce services to be delivered through or in association with the WSPM system to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

VIII. LOCATIONS

Worksystems has identified the following locations as the WSPM centers for the local workforce development area.

WSPM – North/NE
30 North Webster Street
Portland, OR 97217

WSPM – Beaverton/Hillsboro
241 SW Edgeway Drive
Beaverton, OR 97006

WSPM – Gresham
18633 SE Start Street
Portland, OR 97233

WSPM – Southeast
6401 SE Foster Road
Portland, OR 97206

WSPM – Tigard
11950 SW Garden Place, #100
Tigard, OR 97223

Worksystems has identified the following locations as the WSPM Express Centers for the local workforce development area:

Central City Concern Express Center
2 NW 2nd Avenue
Portland, OR 97209

Washington County Jail Express Center
215 SW Adams Avenue
Hillsboro, OR 97123

WorkSource Beaverton/Hillsboro is the designated Comprehensive WorkSource Center for the Portland Metro local workforce area.

IX. ONE-STOP OPERATOR

Under the WIOA, Worksystems is charged with competitive selection of a One-Stop Operator. The role of the One-Stop Operator in the Portland Metro area is to:

- Staff and support Local Leadership Teams.
- Work with Worksystems and Local Leadership Teams to develop processes and procedures to implement seamless team efforts between partners, programs, and locations.
- Support the launch and implementation of processes and procedures through staff training, coordination of activities, and process evaluation.
- Facilitate continuous improvement efforts through data collection, analysis, and recommended process improvements.

X. SERVICE DELIVERY

The WSPM system has been established by Worksystems in accordance with WIOA, the State Workforce Plan and the Local Workforce Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the WSPM delivery system. The State Workforce Plan and Local Workforce Plan further identify core workforce programs that must be accessible through the WSPM system. The WorkSource Oregon Operational Standards describe the content and services to be available at all WSO Centers and serves as the framework for service delivery in the WSPM system.

The WSPM system provides the framework to achieve our shared goal of providing a seamless customer facing service delivery system which is available and accessible universally, but especially focused and targeted to the community's populations in most need of the services. Through WSPM centers, customers will have access to career and training services. Access is offered self-serve through WorkSource Portland Metro and MyWorkSource websites (see Section XII. Technology) and through engagement with center staff for access to partner programs and services that meet their job search and career advancement needs.

In all centers, Basic and Individualized Career Services will be provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve the plan, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided job seekers also aligns with the needs of the local area's employers for recruiting, training and retaining talent and supports career pathways for job seekers. The Board is responsible for coordinating these activities to assure the desired outcomes.

XI. PROGRAMS, SERVICES AND ACCESS

Partners are committed to delivering services through the WSPM system in accordance with WIOA, the State Plan, the Local Workforce Plan and the WorkSource Oregon Operational Standards. The Partners programs covered by this commitment and MOU include:

- Adult Education and Family Literacy Act authorized under Title II of WIOA
- Chapter 2 of Title II of the Trade Act of 1974 – Trade Adjustment Assistance Activities
- Homeless Veterans Reintegration Program
- Job Corps Admissions and Placement Services
- Jobs for Veterans State Grants program
- Post-Secondary Career and Technical Education programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006
- Programs authorized under State Unemployment Compensation laws
- Senior Community Service Employment Program (SCSEP) authorized under Title V of the Older Americans Act of 1965
- Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services
- Temporary Assistance for Needy Families (TANF)
- WIOA Title I – Adult, Dislocated Worker and Youth programs
- WIOA Title III – Migrant and Seasonal Farmworker Program (MSFW)
- WIOA Title III – Wagner-Peyser Employment Services
- WIOA Title IV – Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973
- YouthBuild

The resources and services Partners will provide are outlined below with information as to how those services will be accessible through the WSPM system.

Worksystems – Title I Contracted Service Providers

Services funded through WIOA Title I are delivered by contracted service providers managed by Worksystems. There will be access to services through staff representing Title I programs who are physically present at all WSPM locations. Title I services are also delivered by contracted service providers outside of WSPM locations and serve as connection points to WorkSource services. The following services will be provided:

- Assessment and skills validation
- Individualized career services, including job search assistance
- Access to work-based training opportunities
- Access to occupational training

Oregon Higher Education Coordinating Commission (HECC): Adult Literacy Programs

The HECC programs covered by this commitment and MOU include those authorized under WIOA and the Adult Education and Family Literacy Act, funded through Title II. These services will be accessed via WSPM staff referrals to Title II adult education services or Title II staff located in WSPM Centers. Programs, services and activities include:

- Adult Basic Education and GED preparation courses
- English Language Acquisition courses
- Integrated English Literacy and Civics Education courses
- Assessment and onboarding related to workforce system elements, with a focus on those organized via Title II
- Assistance in establishing eligibility for programs of financial aid not provided under WIOA
- Support services that promote Adult Basic Skills, students' transition into employment and/or additional credentialing programs

Oregon Employment Department

Services provided by Oregon Employment Department are funded through WIOA Title III. There will be access to services through staff representing OED programs who are physically present at all WSPM Locations. The following services will be provided:

- Recruitment services for Oregon businesses
- Job search assistance for individuals
- Career coaching, résumé assistance, mock interviews, etc.
- Access to unemployment insurance
- Delivery of Migrant Seasonal Farmworker program services
- Access to Trade Adjustment Assistance activities

- Access to Jobs for Veterans State Grants programs

Department of Human Services Community Services and Supports Unit (SCSEP)

The Community Services and Supports Unit is dedicated to making it easier for seniors to get the help they need to support their employment goals, well-being and maintain themselves in the community for as long as possible with independence, dignity, and choice through the delivery of services funded under Title V of the Older Americans Act. There will be access to services through staff representing SCSEP programs who are physically present at specific WSPM Locations. For SCSEP participants 55 and older, staff will provide case management and follow-up to participants, including:

- Addressing employment barriers
- Community and work-based training opportunities
- Providing supportive services as funding allows
- Connecting clients to community resources
- Employment development and retention services
- On-the-job training

Department of Human Services Self Sufficiency Programs

The DHS self-sufficiency programs covered by this commitment and MOU include Supplemental Nutritional Assistance Program (SNAP) employment and training services, and the Job Opportunities and Basic Skills (JOBS) program for Temporary Assistance to Needy Families (TANF) participants. There will be partner program staff physically present at specific WSPM centers appropriately trained to provide information to customers about the following DHS self-sufficiency programs, services and activities:

- Temporary Aid for Needy Families
- Supplemental Nutritional Assistance program
- JOBS support services
- Supplemental Nutritional Assistance Training & Education and 50/50 support services

Department of Human Services Vocational Rehabilitation Program

Services provided by DHS vocational rehabilitation staff may be provided by employees and/or contracted providers funded through Title IV. Staff representing DHS Vocational Rehabilitation will be present, at least part-time, in the WSPM designated comprehensive center to provide information to customers about the following vocational rehabilitation programs, services and activities:

- Eligibility and enrollment information
- Assessment and development of individual plans
- Career planning and pre-vocational services
- Internships/Work Experiences
- Individual Training Accounts and customized training

Easter Seals Oregon

Services provided by Easter Seals staff include both the Senior Community Service Employment Program (SCSEP) under Title V of the Older Americans Act and Homeless Veteran's Reintegration Program (HVRP). Easter Seals staff is physically present at specific WSPM centers to provide both SCSEP and HVRP programs. For SCSEP participants 55 and older, staff will provide case management and follow-up to participants, including:

- Addressing employment barriers
- Providing supportive services as funding allows
- Connecting clients to community resources
- Employment development and retention services
- On-the-job training

The HVRP program provides services to homeless/at risk of homelessness Veterans, including:

- Comprehensive case management
- Addressing employment barriers
- Providing supportive services as funding allows
- Connecting clients to community resources
- Employment development and retention services

Human Learning Systems: Job Corps Program Services

Job Corps staff is present full-time in specific WSPM centers to provide services and referrals to Job Corps clients including:

- Providing information sessions on Job Corps to interested participants ages 16-24
- Assistance in completing Job Corps application and enrollment
- Providing referrals to participants for community resources
- Job searching assistance for Job Corps participants

Oregon Human Development Corporation

The Oregon Human Development Corporation (OHDC) administers the National Jobs Farmworker Program (NJFP) which provides career and training services to clients and eligible dependents. Staff representing OHDC will be present, at least part-time, in the WSPM designated comprehensive center to provide information and services to eligible participants, including:

- Vocational Classroom Training
- English-as-a-Second-Language
- General Educational Diploma Instruction
- On-the-Job Training
- Direct Job Placement/Job Development and Referral
- Training-Related Support Services
- Counseling and Case Management

Oregon Commission for the Blind

The Oregon Commission for the Blind (OCB) serves legally blind Oregonians seeking employment through vocational rehabilitation counseling and skills training. OCB assists businesses in connecting with talented workers and in understanding and implementing assistive and adaptive technology solutions in the workplace. These services will be accessed via WSPM staff referrals to OCB services or OCB staff who are present, at least part-time, in the WSPM designated comprehensive center.

Portland YouthBuilders (PYB)

YouthBuild is PYB's program of academics, vocational training courses, counseling, career development, and long term support serving youth ages 17-24. The YouthBuild program offers two separate vocational training programs, one in construction and one in technology. PYB also offers a 8-9-week intensive Construction Bridge Pre-Apprenticeship training program for high school completers ages 18-26. PYB staff will be present, at least part-time, in the WSPM designated comprehensive center to provide information to customers about the following YouthBuild and Construction Bridge program services and activities:

- High school completion programming (YouthBuild only)
- Vocational training in Technology (YouthBuild only)
- Vocational/ Pre-apprenticeship training in Construction
- Career counseling and development, including job and post-secondary placement and follow-up
- Case Management
- Community Service and Leadership Development
- Supportive Services

XII. DATA SHARING, CUSTOMER TRACKING & CONFIDENTIALITY

WSPM is a shared system that promotes the alignment and integration of programs and services to better serve common regional customers. Sharing customer service-level data between partner organizations is essential to seamless customer service and to achieving the vision and promise of the WSPM system. All WSPM partners commit to developing a data sharing agreement that promotes customer service and advances the goal of delivering a seamless, customer focused WSPM system.

For services delivered through the WSPM Centers, the WorkSource Oregon Management Information System (WOMIS) will be used to register customers in WSPM (Title I and Title III), and I-Trac and/or iMatchSkills will be used to record and report customer services delivered through the Center. Each program may utilize its own data system to record and report their customer services and may request a data management agreement with I-Trac and/or iMatchSkills as appropriate for shared services.

The parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Literacy Act, and any other applicable requirements of state or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provisions of services. When required under applicable state or federal law a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

XIII. PERFORMANCE REPORTING

WSPM system partners will determine what program data is shared between partners for the purposes of program evaluation, partner program coordination, and determining service needs. Partners will look at available data within individual organization data systems and State systems such as Prism.

XIV. TECHNOLOGY

To meet the requirements of WIOA, Worksystems will convene WSPM local partners to develop strategies to maximize the effectiveness of WSPM by facilitating the connections among the data systems used by WSPM partners and recommend solutions to better serve WSPM customers through the use of technology.

Worksystems will coordinate the design, purchase and maintenance of all publicly facing WSPM networks, computers and printers. These costs will be considered part of the shared infrastructure costs of the WSPM system.

Worksystems will maintain the customer access websites: WorkSource Portland Metro (worksourceportlandmetro.org) and My WorkSource (myworksourceportfolio.org).

XV. REFERRALS AND SHARED CUSTOMERS

Customers enrolled in more than one program funded by more than one Party to this agreement are considered shared customers. Parties will coordinate services directly accessible through Mid-Valley WSO centers as much as possible to eliminate duplication of services, streamline customer service, and maximally leverage resources.

Referrals will be made to partner agencies, programs and services in various ways including written, verbal, or personal hand-off to a partner staff person when services are needed by customers that cannot be directly accessed at a particular WSO center, or through a particular WSO partner. Parties agree to develop and implement processes for communicating and coordinating referrals and services provided to shared customers within Mid-Valley WSO centers.

XVI. COMMON BRAND

WSPM is a shared system. The common one-stop delivery brand is WorkSource Portland Metro. All services, signage, print publications, digital publications and other informational and on-line materials will be branded in accordance with the WorkSource Oregon Style Guide.

In addition, WIOA sec. 121(e)(4) requires each one-stop delivery system to include a common one-stop delivery system identifier "American Job Center," or the tag line phrase "a proud partner of the American Job Center network," in addition to using any state or locally developed identifier. Either the plain text or one of the American Job Center logos may be used to comply with this requirement. These can be found at <https://www.dol.gov/ajc/>.

XVII. INCREASED AND MAXIMIZED ACCESS

WSPM is designed to be universally accessible, customer centered and offer training and related resources that are driven by the needs of the local economy. WSPM must be responsive to all job seekers of all skill levels, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, individuals with low basic skills and communities of color.

To that end, WSPM is an essential partner and key asset to the region's effort to stem the tide of poverty and provide our most vulnerable residents with an opportunity to secure steady work at family supporting wages. Several local initiatives, such as the City of Portland Economic Opportunity Program, A Home for Everyone, Greater Portland 20/20, Washington County Thrives, Community Works, Career Boost (SNAP E & T), Health Careers Northwest, America's Promise, TechRise, and industry specific diversity recruitment and training initiatives, have been integrated with the WSPM system to ensure the broadest array of services for our most vulnerable residents. This integrated team approach promotes partnership, maximizes resources, aligns efforts, reduces duplication of services and improves results.

Through this MOU, WSPM partners commit to working together to focus efforts and resources to ensure the needs of job seekers and workers with barriers to employment are effectively addressed in the WSPM system. This necessitates that we work together to prioritize services and increase outreach to individuals with barriers to employment, a group that includes members of the following populations:

- Low-income persons
- Basic skills deficient
- Ex-offenders
- Individuals with disabilities
- English language learners
- Homeless persons
- Public housing residents
- People of color
- Public assistance recipients
- Youth disconnected from school or work

XVIII. RESOURCE SHARING

In accordance with WIOA section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and WSPM infrastructure costs. The agreed upon Infrastructure Funding Agreement, which will be incorporated into this MOU upon its execution, identifies the specific infrastructure/shared costs and the method by which those costs will be supported by Partners in accordance with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. As the local Workforce Development Board, Worksystems is responsible for managing the Infrastructure Funding Agreement as well as collecting and disbursing the shared resources outlined within the Agreement.

XIX. EQUAL OPPORTUNITY

The parties agree to obey all applicable state and federal nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by State partner agencies and Worksystems regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment under Section XV. of this MOU.

XX. MODIFICATIONS, AMENDMENTS AND TERMINATION

Modification: The MOU constitutes the entire agreement between the Parties and may be modified, revised, or amended by mutual written consent of all the signatory Parties based on legislative and system design changes, the addition of Parties to the agreement, board direction or other reasons as agreed to by the Parties. The modification will be effective upon the issuance of a written amendment, signed and dated by the Parties.

Termination: Any Party to this agreement may terminate their participation in this MOU upon 60 calendar days written notice to all other Parties to the agreement. In such case, termination by one or more of the Parties does not alter the terms or obligations of any other party to the agreement.

The agreement may also terminate if:

- All parties mutually agree to terminate this MOU prior to the end date.
- A Partners Federal oversight agency is unable to appropriate funds or if funds are not otherwise made available for continued performance under this MOU. Partners unable to support this MOU due to lack of funding will notify all parties as soon as they are aware that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within 90 days of receiving written notice from the Portland Metro Workforce Development Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) will have the right to terminate this MOU by giving written notice to the party in breach, upon which termination will go into effect immediately.
- In the event of termination due to a breach, the remaining parties to the MOU will convene within 90 days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

XXI. DISPUTE RESOLUTION

When an issue arises out of the implementation of the MOU or the development and negotiation of an MOU modification that is not easily coming to a point of resolution and Partners are unable to successfully reach an agreement necessary to execute the

provisions of this MOU, it will be the responsibility of the Portland Metro Workforce Development Board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in local discussions in a good faith effort to reach agreement. The first resolution attempt for any dispute will be to resolve informally.
- Should informal resolution efforts fail, the formal process may be initiated by the Partner seeking resolution. The Partner must send a notification to the Portland Metro Workforce Development Board Chair (or designee) and all parties to the MOU regarding the conflict within 30 business days.
- The Portland Metro Workforce Development Board Chair (or designee) will place the dispute on the agenda of a special meeting of the Board's Executive Committee. The Executive Committee will attempt to mediate and resolve the dispute. Disputes may be resolved by a simple majority consent of the Executive Committee members present.
- The decision of the Executive Committee will be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner.
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially modified into the MOU and stated in this procedure.
- The Executive Committee will provide a written and dated response summary of the proposed resolution to all Parties to the MOU.
- The Portland Metro Workforce Development Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution

XXII. SUPPORTING DOCUMENTS

The most current, approved version of these documents are incorporated into this MOU by reference:

- WIOA State Plan for the State of Oregon
- The WIOA Local Plan for The City of Portland, Multnomah and Washington Counties
- WorkSource Oregon Operational Standards
- WorkSource Oregon Style Guide

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**Memorandum of Understanding
Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Worksystems, the Portland Metro Workforce Development Board:

James Paulson, Chair

Roy Rogers, Chief Elected Official

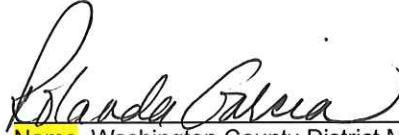
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XXIII. SIGNATURES

For Oregon Department of Human Services:

Name, Multnomah County District Manager

Name, Vocational Rehabilitation Director



Name, Washington County District Manager

Name, State Unit on Aging Manager (SCSEP)

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Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Oregon Department of Human Services:

Jessica Amaya Hoffman

Name, Multnomah County District Manager
Multnomah County, Senior Operations Manager

Name, Washington County District Manager

Name, Vocational Rehabilitation Director

Name, State Unit on Aging Manager (SCSEP)

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**Memorandum of Understanding
Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Oregon Department of Human Services:

Name, Multnomah County District Manager


Heather Lindsey, Vocational Rehabilitation Deputy Director

Name, Washington County District Manager

Name, State Unit on Aging Manager (SCSEP)

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Memorandum of Understanding Portland Metro Local Workforce Area

XXIII. SIGNATURES

For Oregon Department of Human Services:

Name, Multnomah County District Manager

Name, Vocational Rehabilitation Director

Name, Washington County District Manager

Ann McQueen 4/16/2022
Ann McQueen, Community Services and Supports Unit
(SCSEP)

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**Memorandum of Understanding
Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Higher Education Coordinating Commission Office of Community Colleges and Workforce Development:

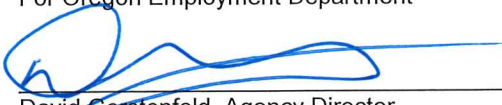
A handwritten signature in cursive script, appearing to read "Donna Lewelling".

Donna Lewelling, Higher Education Coordinating
Commission Office of Community Colleges and
Workforce Development

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XXIII. SIGNATURES

For Oregon Employment Department

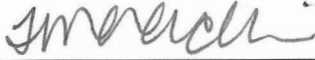


David Gerstenfeld, Agency Director

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XXIII. SIGNATURES

For Human Learning Systems – Springdale Job Corps Center



Tyna Moreschi, Center Director

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**Memorandum of Understanding
Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Portland YouthBuilders

Jill Walters, Executive Director

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**Memorandum of Understanding
Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Oregon Human Development Corporation

A handwritten signature in black ink, appearing to read "MK4", written over a horizontal line.

Martin Campos-Davis, Executive Director

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**Memorandum of Understanding
Portland Metro Local Workforce Area**

XXIII. SIGNATURES

For Oregon Commission for the Blind

Dacia Johnson, Executive Director

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XXIII. SIGNATURES

For Easter Seals Oregon



Kristen Rantz, Interim CEO
Homeless Veterans Reintegration Program
Senior Community Service Employment Program (SCSEP)

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