

**MEMORANDUM
OF
UNDERSTANDING**

**MORROW UMATILLA
REGION 12
WORKFORCE
INVESTMENT BOARD
(R12WIB)**

**408 SE SEVENTH
PENDLETON, OREGON 97801
PHONE: 541-276-9050, ext. 230 FAX: 541-278-2068**

MEMORANDUM OF UNDERSTANDING
pursuant to the
WORKFORCE INVESTMENT ACT
between the
Morrow Umatilla Region 12 Workforce Investment Board (R12WIB)
and
Participating Agencies of the WorkSource Delivery System

PURPOSE

1. **VISION:** The vision of Region 12 is to provide a customer focused system of training, education, and employment services to job seekers, workers and employers.
2. **PRINCIPLES:** We are guided by the following principles that are a synthesis of the Federal and State guiding principles:
 - **Accessibility:** the WorkSource system is a crossroads where both employers and job seekers can access employment, education and training services in an open environment.
 - **Added Value:** services/information provided will enhance the ability of workers and employers to match their skills and needs.
 - **Customer Focus:** service providers in the WorkSource system will be well informed and do business in a customer -focused fashion.
 - **Flexibility:** service delivery is flexible to meet changing workforce needs, and to allow for continuous improvement.
 - **Accountability:** the WorkSource system will be accountable for providing comprehensive services, which increase customers' opportunities for success.
3. **PURPOSE:** The WorkSource system is a combined effort to provide easy customer access to best services among a prescribed list of partners. These partners shall adopt a system of cross-referral, resource sharing and assessment that best meets the needs of all customers, including businesses. Data collection and assessment of program services will guide program development and increase accountability.

PROVISIONS OF CUSTOMER SERVICE

1. **Parties:** the parties of this Memorandum of Understanding (MOU) are the Morrow Umatilla Region 12 Workforce Investment Board and the Chief Elected Official(s) for Umatilla and Morrow Counties and the WorkSource Consortium partners. Parties are identified in detail in Attachment A.
2. **Services:** See Attachment B for Matrix of Morrow Umatilla WorkSource One-Stop Delivery System.
3. **Services to Employers:** The following list of represents services provided by WorkSource that specifically support employers within Morrow and Umatilla Counties:

Career Information	On the Job Training	Computer Training
Services for Employers	Payroll	Employee Leasing
Pesticide Training and Certification		Employer Hiring Incentives
Reading, Writing and Math Skills Improvement		Employer Recruitment

Skills Testing	English as a Second Language	
Small Business Services	Forklift Training Certification	
Start Your Own Business	Internet Training and Access	Temporary Employee Placement
Job Training	Wage Data	Keyboarding/Typing Skills
Work Experience	Labor Exchange	Workers Compensation
Labor Market Information	Youth Employment	Learning Disabilities Testing
Youth Internship	Learning Needs Inventory	Services for Employers

REFERRAL

- A. Customers in all population groups can get all core services at the WorkSource certified Pendleton Center and potentially some intensive or training services, depending on customer's need (s).
- B. Customers at affiliate sites will receive most core services, either directly or through a "value added referral."
- C. A "value-added" referral means:
 - 1. Providing the customer with a listing of core services that includes a description of each one; AND
 - 2. a) either setting and appointment to receive core services with the appropriate partner for those customers who cannot do it themselves; OR
- D. Customers accessing the WorkSource web site will receive information about where they may receive core, intensive and training services. They may also make initial contact with specific service providers through e-mail technology.
- E. A four-part referral form will be used by the WorkSource system to enable the system to track the effectiveness of its referral and to make adjustments if needed. One part is given to the client, one kept and recorded by WorkSource staff, one mailed/delivered to the site of the service to be provided and one sent to the Work-Links Manager.
- F. WorkSource is an evolving One-Stop System and the partners agree to work towards continuous improvement of the system.

LEGAL & ADMINISTRATIVE DETAILS

- A. **Amendments:** Written amendments to this MOU may be made upon consensus of the partners and shall become effective on or after state approval of the amendment to the agreement.
- B. **Duration:** The term of this agreement is from July 1, 2002 until July 1, 2007. The agreement is renewable with the agreement of the partners and state approval for a time frame of up to five years.
- C. **Termination/Withdrawal:** Any party may withdraw by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Parties wishing to withdraw will notify all R12WIB partners of their wishes to withdraw with as much notice as possible. The intent of this notification will be to adequately address issues causing a party to consider withdrawing and to explore all remedies to resolves issues, which may be of concerns. Final notice of withdrawal shall be given to all parties at the address shown above and to the contact persons so listed. Should any WorkSource Partner withdraw, this MOU shall remain in effect with respect to other remaining WorkSource Partners. After a

party withdraws, any parties to the MOU may request initiation of negotiations to amend the agreement to cover the services and costs contributed by the party withdrawing from the agreement.

Any partner who is unable to fulfill their contractual responsibilities and elects to not notify the board of its inability to perform, is subject to non-performance termination without notice. This MOU may also be terminated upon the written agreement of the R12WIB, the Chief Local Elected Official (CLEO), and the WorkSource Consortium Partners.

D. Assignment of Responsibilities: If any party to this agreement assigns any or all duties and responsibilities under this MOU to another entity, the assignor shall require the assignee to abide by the terms of the agreement if they are applicable to that assignee's new duties and responsibilities under the assignment.

E. One-Stop System Description:

Plan Description

This region's comprehensive One-Stop system is called WorkSource. WorkSource is the region's component of the Oregon Career Network. The structure of the WorkSource system includes a full service certified One-Stop center located with the Employment Department in Pendleton and linked with two affiliated sites in the two county region. Affiliated sites in Umatilla County will be located at the Employment Department offices in Hermiston and Milton-Freewater. Sites will be administratively linked together through the region's Memorandum of Understanding and the Work-Links Operator overseen by the Regional Workforce Investment Board. Our entire system is also linked electronically through our web site [www. Work-Links.org](http://www.Work-Links.org).

F. Disputes: Disputes relating to the MOU shall be resolved in the manner prescribed in the state adopted Impasse Policy. See Attachment D.

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

H. Liability and Indemnification

1. Responsibility for Funds Provided Under Title I of the Workforce Investment Act.

As a part of the multi-jurisdictional area of nine regions and twenty-three counties, under the Oregon Consortium the Liability Insurance Policy states:

- a. The Oregon Consortium shall procure and at all times, maintain liability insurance as directed by the Board of Directors. The Oregon Consortium shall procure and audit liability insurance only as is available at a reasonable cost.
- b. The Oregon Consortium shall provide notice to each member of any claim or suit filed against the Oregon Consortium.
- c. Any proposed settlement of a claim or suit filed against The Oregon Consortium that exceeds liability insurance coverage limits must be approved by a majority of the members.
- d. If damages are awarded against The Oregon Consortium above liability insurance coverage limits in any suit or action, The Oregon Consortium assets must be used to cover the excess damages first unless otherwise directed by the Board.
- e. Once insurance resources and The Oregon Consortium assets have been exhausted in satisfaction of any claim against The Oregon Consortium or its members, any remaining monetary liability shall be apportioned among the recipients of The Oregon Consortium funds in direct proportion to total funds allocated for the specific program for which the liability arose.

Grant Recipients:

1. The regional sub-grant recipients shall carry insurance and bonding appropriate for the business under Oregon law, and sufficient enough to protect the counties from liabilities arising out of activities under agreements with The Oregon Consortium.

2. Responsibility of Other Funds

Each party is liable for any misuse of funds caused by or resulting from its or its officers', employees', or agents' actions or omissions under or relating to this Agreement. Each Party is liable for, and shall indemnify the other parties for, any misuse of funds caused by or resulting from its or its officers', employees' or agents; actions or omissions under or relating to this Agreement.

3. Responsibility for Torts

Each party shall be responsible only for the tortuous acts, omission negligence of its own officers, employees and agents. Subject to Article XI, section 7 or 10 of the Oregon Constitution, if the party is the State or a county, it is responsible only to the extent required by the Oregon Tort Claims Act, ORS 30.260 to 30.300. If the party is any other "public body," as defined in ORS 30.260, it is responsible only to the extent required by the Oregon Tort Claims Act.

4. Responsibility for Comprehensive Liability Insurance and Property Damage Insurance

Each party to this Agreement shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' tortuous acts, omissions or negligence under this Agreement. Any 'public body,' as defined in ORS 30.260, may satisfy these requirements in any manner allowed by ORS 30.282. Such public body liability and property damage insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. For all other parties, the insurance shall have a combined single limit per occurrence of not less than \$1,000,000. Insurance coverage may not be canceled, materially changed, reduced or not renewed without 30 days prior written notice from the party to the Governor's office. In the event of unilateral cancellation or restriction by the insurance company of the insurance policy, the public body or other party shall immediately notify the Governor's office verbally and in writing.

5. Responsibility for Employment and Other Related Benefits and Deductions.

Each party shall perform under this Agreement as an independent contractor. Each party, with respect to its officers and employers, shall be exclusively responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensations coverage, unemployment insurance coverage and contributions to the Public Employees Retirement System, if contributions are required.

J. **No Third Party Beneficiaries**

The parties signing this Agreement are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, or indirectly or otherwise, to third parties unless such third parties unless such third parties are individually identified by name herein and expressly described

K. **Compliance Clause**

Parties to this Agreement warrant that it will comply with the provisions of the Workforce Investment Act and other applicable federal and Oregon laws, regulations and administrative rules, including but not limited to, those relating to confidentiality of customer records.

RESOURCE SHARING/COST ALLOCATION

The purpose of this section of the MOU is to establish the terms and conditions under which the partnership will share resources in performance of their One-Stop Implementation Plan to which the MOU is attached. This specific document is included as MOU Attachment C.

ATTACHMENTS

The following attachments are included in this MOU:

Attachment A - Parties in the WorkSource System

Attachment B - Morrow Umatilla Pendleton WorkSource Center Core Services Matrix and One Stop System Service Matrix

Attachment C- Cost Allocation/Resource Sharing

Attachment D-State Dispute Resolution Policy

Attachment E-State Methods of Administration and Section 188 of the Workforce Investment Act

Additional Attachments. More specific resource sharing arrangements or financial agreements may be executed from time to time. If those additional agreements reference this MOU, they shall be considered additional attachments.

AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms and conditions of this MOU, and do so commit by signing.

FOR THE MORROW UMATILLA REGION 12 WORKFORCE INVESTMENT BOARD:

Neal Simpson, Board Chairman

Neal Simpson 12-23-02
Signature and Date

FOR THE LOCAL ELECTED OFFICIALS:

Emile Holeman, Commissioner (Umatilla County)

Emile M. Holeman 11-26-02
Signature and Date

John Wenzholz, Commissioner (Morrow County)

John Wenzholz 1-6-03
Signature and Date

FOR THE WORKSOURCE CONSORTIUM PARTNERS:

John R. Biamont-Department of Human Services

Signature and Date

Arthur "Art" Hill - Blue Mountain Community College

Art Hill 11-25-02
Signature and Date

Denny Newell - Community Action Program of East Central Oregon

Denny Newell 12/17/02
Signature and Date

AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms and conditions of this MOU, and do so commit by signing.

FOR THE MORROW UMATILLA REGION 12 WORKFORCE INVESTMENT BOARD:

Neal Simpson, Board Chairman

Neal Simpson 12-20-02
Signature and Date

FOR THE LOCAL ELECTED OFFICIALS:

Emile Holeman, Commissioner (Umatilla County)

Emile M. Holeman 11-26-02
Signature and Date

John Wenholz, Commissioner (Morrow County)

Signature and Date

FOR THE WORKSOURCE CONSORTIUM PARTNERS:

John R. Biamont-Department of Human Services

J. Biamont 01/03/03
Signature and Date

Arthur "Art" Hill - Blue Mountain Community College

Art Hill 11-25-02
Signature and Date

Denny Newell - Community Action Program of East Central Oregon

D. Newell 12/17/02
Signature and Date

Chuck Wood - Oregon Employment Department (WorkSource Pendleton and WorkSource Milton-Freewater)

Chuck Wood 11/21/02

Signature and Date

Kathy J. Davison - Oregon Employment Department (WorkSource Hermiston)

Kathy J. Davison 12/07/02

Signature and Date

Mary B. Tomlinson - Office of Vocational Rehabilitation Services

Signature and Date

Gary Burke - Confederated Tribes of the Umatilla Indian Reservation

Signature and Date

Sue Schlegel - Umatilla Morrow Education Service District

Signature and Date

Chuck Wood - Oregon Employment Department (WorkSource Pendleton and WorkSource Milton-Freewater)

Signature and Date

Kathy J. Davison - Oregon Employment Department (WorkSource Hermiston)

Signature and Date

Mary B. Tomlinson - Office of Vocational Rehabilitation Services

Mary B Tomlinson 11/22/02

Signature and Date

Gary Burke - Confederated Tribes of the Umatilla Indian Reservation

Signature and Date

Sue Schlegel - Umatilla Morrow Education Service District

Signature and Date

Chuck Wood - Oregon Employment Department (WorkSource Pendleton and WorkSource Milton-Freewater)

Chuck Wood 11/21/02
Signature and Date

Kathy J. Davison - Oregon Employment Department (WorkSource Hermiston)

Kathy J. Davison 12/17/02
Signature and Date

Mary B. Tomlinson - Office of Vocational Rehabilitation Services

Signature and Date

Gary Burke - Confederated Tribes of the Umatilla Indian Reservation

Gary Burke 12/17/02
Signature and Date

Sue Schlegel - Umatilla Morrow Education Service District

Signature and Date

Kathy Mendoza - Oregon Employment Department (WorkSource Pendleton, WorkSource Hermiston and WorkSource Milton-Freewater)

Kathy Mendoza

Signature and Date

Mary B. Tomlinson - Office of Vocational Rehabilitation Services

See attached sheets

Signature and Date

Antone Minchorn - Confederated Tribes of the Umatilla Indian Reservation

Signature and Date

George Murdock - Umatilla Morrow Education Service District

George Murdock *4/5/05*

Signature and Date

Received Time Apr. 5. 1:46PM

Attachment A

PARTIES IN THE WORKSOURCE SYSTEM

PARTIES:

Morrow Umatilla Region 12 Workforce Investment Board

Neal Simpson, Board Chairman
Debra S. Richards, Coordinator
408 SE 7th Pendleton OR 97801 (541-276-905- Ext. 230)
Fax 541-278-2068 e-mail: dschneck@umesd.k12.or.us

Chief Local Elected Official

Commissioner Emile Holeman
Umatilla County Courthouse
216 S.E. Fourth
Pendleton, OR 97801 (541-276-7111)
Fax: 541-278-5463 e-mail: N/A

Commissioner John Wenzholz
Morrow County Court
PO Box 788
Heppner, OR 97836 (541-676-5620)
Fax: 541-676-5621 e-mail: N/A

WORKSOURCE CONSORTIUM PARTNERS

Department of Human Services (DHS)

John R. Biamont, MSW, Region 12 Director
950 SE Emigrant, Suite 250
Pendleton, OR 97801 (541-276-7800)
Fax - 541-276-1942 E-mail: john.r.biamont@state.or.us

Funding Programs: Temporary Assistance to Needy Families (TANF); Food Stamp Employment and Training; Welfare to Work Programs; JOBS and JOBS Plus Programs

Blue Mountain Community College (BMCC)

Arthur (Art) J. Hill, Vice President, Contracted Training
PO Box 100
Pendleton, OR 97801 (541-276-6233)
Fax: 541-278-5886 E-mail: ahill@bmcc.cc.or.us

Funding Programs: Title II Adult Education and Family Literacy; Skill Centers Programs; JOBS and JOBS Plus Prime Contractor; English as a Second Language Programs

Community Action Program of East Central Oregon (CAPECO)

Denny Newell, Executive Director

721 SE 3rd, Suite D

Pendleton, OR 97801 (541-278-5685)

Fax: 541-276-7541 E-mail: dnewell@ucinet.com

Funding Programs: Region 12 WIA Title IB Adult, Dislocated worker, Youth Programs; JOBS and Welfare to Work Programs; Title V Senior Community Services Program; National Reserve Account-Dislocated Worker/Timber Grant Funds

Oregon Employment Department (OED)

Chuck Wood, Manager

408 SE 7th Street

Pendleton, OR 97801 (541-276-9050 Ext. 222)

Fax: 541-278-2068 E-Mail: Chuck.Wood@state.or.us

Funding Programs: Wagner-Peyser Act (29 U.S.C. 49); Unemployment Insurance; Trade Act (19 U.S.C.), Veterans Services

Oregon Employment Department (OED)

Kathy J. Davison, Manager

PO Box 150

Hermiston, Oregon 97838 (541-564-5674)

Fax: 541-278-2068 E-Mail: Kathy.J.Davison@state.or.us

Funding Programs: Wagner-Peyser Act (29 U.S.C. 49); Unemployment Insurance; Trade Act (19 U.S.C.), Veterans Services

Umatilla Morrow Education Service District (UMESD)

Sue Schlegel, Finance Director

2001 SW Nye

Pendleton, OR 97801 (541-966-3148)

Fax: 541-276-4252 E-mail: sschlegel@umesd.k12.or.us

Funding Programs: Carl Perkins & Applied Technology Education Act (20 U.S.C. 2301)

VOCATIONAL REHABILITATION DIVISION, DEPARTMENT OF HUMAN SERVICES (VRD)

Mary B. Tomlinson, Eastern Oregon Branch Manager

1768 Auburn Avenue

Baker City, OR 97814 (541-523-7800 extension 258)

Fax: 541-523-9743 e-mail: Mary.Tomlinson@state.or.us

Funding Programs: Workforce Investment Act Title IV includes programs under Title 1 of the Vocational Rehabilitation Act (29 U.S.C. 720); Vocational Rehabilitation and Client Assistance Program.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION (CTUIR)

Gary Burke, Chairman of the Board

Post Office Box 638

Pendleton, OR 97801 541-276-3165

Fax: 541-276-3165 e-mail: none

Funding Programs: WIA Section 166 Native American grantee for Umatilla and Morrow Counties excluding the Umatilla Reservation boundaries; Employment and Training for Native Americans; Classroom Training, Work Experience and On-the-Job Training.

Morrow Umatilla WorkSource One Stop System

Core Services – Page 1

Activity	Title I (Adult/DW) CAPECO	Title I (Youth) CAPECO	Title II BMCC	Title III (ES/W-P) OED	Adult & Family Services	Vocational Rehabilitation	Comments
Labor Market Information (Employment Statistics)	Yes	Yes	No	Yes	No	Yes	Various levels, types, and styles of delivery
Job listings/job referrals (Placement services)	Yes	Yes	No	Yes	Yes	Yes	Public labor exchange and other partner systems
Job search assistance	Yes	Yes	Yes	Yes	Yes	Yes	Broad/vague concept with various meanings to different partners

Morrow Umatilla WorkSource One Stop System

Core Services – Page 2

Activity	Title I (Adult/DW) CAPECO	Title I (Youth) CAPECO	Title II BMCC	Title III (ES/W-P) OED	Adult & Family Services	Vocational Rehabilitation	Comments
Performance and cost information on One-Stop service providers	Yes	Yes	Yes	Yes	Yes	Yes	Specific language in WIA I specifies service – activities currently under development
Information on performance measures for One-Stop system	Yes	Yes	Yes	Yes	Yes	Yes	Concept/process currently under development
Information on One-Stop partner services	Yes	Yes	Yes	Yes	Yes	Yes	Done as “general business practice”, to be formalized
Information on supportive services	Yes	Yes	Yes	Yes	Yes	Yes	Done as a “general business practice”, to be formalized in One-Stop system
Information on filing for unemployment insurance	Yes	Yes	No	Yes	Yes	Yes	Information on UI, not actual filing
Welfare to Work referral assistance	Yes	Yes	No	No	Yes	No	
Information on eligibility for Financial Aid assistance	Yes	Yes	Yes	Yes	Yes	Yes	Information on “other” (not-WIA) programs available in local area

Morrow Umatilla WorkSource One Stop System

Core Services – Page 3

Activity	Title I (Adult/DW) CAPECO	Title I (Youth) CAPECO	Title II BMCC	Title III (ES/W-P) OED	Adult & Family Services	Vocational Rehabilitation	Comments
Resource room usage*	Yes	Yes	No	Yes	Yes	Yes	More of service delivery style than actual "service"
Rapid Response activities	Yes	Yes	Yes	Yes	Yes	No	Primarily a service delivery mode for specific situations
Follow-up services for those who have Entered Employment	Yes	Yes	Yes	Yes	Yes	Yes	Done when appropriate.
Career Counseling	Yes	Yes	Yes	Yes	Yes	Yes	Done when appropriate.

Morrow Umatilla WorkSource One Stop System

Core Services – Page 4

Activity		Confederated Tribes of the Umatilla Indian Reservation (CTUIR)						Comments
Eligibility Determination, Title IB	The evaluation of an individual's eligibility to receive WIA Title IB program services (Adult, Dislocated Worker, and Youth services.)	Yes						
Outreach	Activities designed to inform and encourage customers to access the services available in the one-stop system and by partner programs.	Yes						
Intake	Process in which basic information is collected from customers by partner programs or the one-stop system, which may determine program participation (e.g. name, ssn, demographic information etc.)	Yes						
Orientation	Information to job seekers on partner programs, the one-stop system, and one-stop center services.	Yes						Some partners provide this info before registration, some afterwards
Initial assessment of skill levels, aptitudes, support service needs	An initial identification of a customer's skill levels, aptitudes, and supportive service needs, it may be done through an interview, a needs survey, or self-assessed.	Yes						Broad concept, partners have different connotations – similar to intensive definition of assessment

Morrow Umatilla WorkSource One Stop System

Core Services – Page 5

Activity	Confederated Tribes of the Umatilla Indian Reservation (CTUIR)	Organization of the Forgotten American (OFA)					Comments
<p>Labor Market Information (Employment Statistics)</p>	<p>Yes</p>						<p>Various levels, types, and styles of delivery</p>
<p>Job listings/job referrals (Placement services)</p>	<p>Yes</p>						<p>Public labor exchange and other partner systems</p>
<p>Job search assistance</p>	<p>Yes</p>						<p>Broad/vague concept with various meanings to different partners</p>

Morrow Umatilla WorkSource One Stop System

Core Services – Page 6

Activity		Confederated Tribes of the Umatilla Indian Reservation (CTUIR)						Comments
Performance and cost information on One-Stop service providers	Provision of performance and program cost information on providers participating in the One-Stop system.	Yes						Specific language in WIA I specifies service – activities currently under development
Information on performance measures for One-Stop system	Provision of information on how the local One-Stop system is performing in terms of local performance indicators.	Yes						Concept/process currently under development
Information on One-Stop partner services	Information about partner programs, eligibility criteria, and access. It may include the formal or informal scheduling and referral for customers with other partners.	Yes						Done as “general business practice”, to be formalized
Information on supportive services	Provision of information to customers on the availability of services in the community such as childcare, transportation, and other assistance and referral to service providers when appropriate.	Yes						Done as a “general business practice”, to be formalized in One-Stop system
Information on filing for unemployment insurance	Information on filing claims for unemployment insurance.	Yes						Information on UI, not actual filing
Welfare to Work referral assistance	Assistance in referral to Welfare to Work services	Yes						
Information on eligibility for Financial Aid assistance	Assistance in establishing eligibility for programs that are available in the local area but not funded by Title I of the WIA	Yes						Information on “other” (non-WIA) programs available in local area

Morrow Umatilla WorkSource One Stop System

Core Services – Page 7

Activity		Confederated Tribes of the Umatilla Indian Reservation (CTUIR)					Comments
Resource room usage*	Participants' access and use of materials that are provided and designed to assist the job seeker in finding work, i.e. videos, access to computers for resumes, newspapers, electronic job listings, telephones, etc. Can be self-accessed or staff-assisted in nature.	Yes					More of service delivery style than actual "service"
Rapid Response activities	Assistance to individuals on the range of available services, normally upon mass layoff due to impact of economic/environmental factors, disaster situations, corporate changes, etc.	Yes					Primarily a service delivery mode for specific situations
Follow-up services for those who have Entered Employment	A range of services focused on the job retention of an individual who has entered employment.	Yes					Done when appropriate.
Career Counseling	Services designed to assist the job seeker in making appropriate vocational decisions (job search activities aid in work search strategies, "career counseling" is similar in nature BUT LESS INVOLVED THAN the intensive services "group counseling" and "individual counseling".)	Yes					Done when appropriate.

Workforce System Service Delivery
 Services Currently Provided By Some State Partners

Activity	System Definition	Title I Adult & Dislocated Worker CAPECO	Title I Youth CAPECO	Title II BMCC	Title III OED	Adult & Family Services	Vocational Rehabilitation	Comments
Comprehensive Assessment of Skill Level	Evaluation of an individual's skills and abilities related to securing and retaining employment. Often involves using specific assessment and evaluation tools.	Yes	Yes	Yes	Yes	Yes	Yes	
Comprehensive Assessment of Service Need	Evaluation of the types of activities and/or services needed to enable an individual to secure employment. Assessment of service needs, as part of intensive services, will be more in depth and comprehensive in nature than the initial identification on needs under core services. Could include specialized assessments such as substance abuse screening, etc.	Yes	Yes	Yes	Yes	Yes	Yes	
Individual Employment Plan	A plan jointly developed with the participant that identifies short-term employment objectives and the appropriate combination of services and activities to achieve those objectives.	Yes	Yes	No	*Yes	Yes	Yes	*Conducted through services to Vets, NAFTA/TAA and Worker Profiling programs.
Individual Career Plan	A plan jointly developed with the participant that identifies long-term career goals and strategies to achieve those goals.	Yes	Yes	No	No	Yes	Yes	
Case-Management	The process of working with an individual in the context of an agreed upon plan that addresses issues, supports, services, goals and how they will be achieved.	Yes	Yes	No	No	Yes	Yes	

Workforce System Service Delivery
Services Currently Provided By Some State Partners

Activity	System Definition	Title I Adult & Dislocated Worker	Title I Youth CAPECO	Title II BMCC	Title III OED	Adult & family Services	Vocational Rehabilitation	Comments
Short-Term Prevocational Services	Activities and services that can be delivered in a short period of time that are designed to assist an individual in increasing their job readiness. Intensive activities include, but are not limited to, Adult Basic Education, GED, English as a Second Language, workplace preparation. Services that are designed to remove barriers and improve employment opportunities.	Yes	Yes	Yes	No	Yes	Yes	
Group Counseling	Assisting individuals with issues and /or strategies related to job readiness. Activities provided on a group basis and include activities such as mental health, and A&D that would be delivered in an in-depth, clinical fashion. These activities would normally be provided concurrently with other services such as job search or retention activities.	Yes	Yes	No	No	Yes	Yes	
Individual Counseling	Assisting an individual with issues and/or strategies related to job readiness. Activities provided on a one-on-one basis and would be more in-depth and clinical in nature. These activities would normally be provided concurrently with other services such as job search or retention activities.	Yes	Yes	No	No	Yes	Yes	
Retention Services	Services designed to help employed individuals retain employment.	Yes	Yes	No	No	Yes	Yes	

Workforce System Service Delivery
Services Currently Provided By Some State Partners

Intensive Services — page 3

Activity	System Definition	Confederated Tribe of the Umatilla Indian Reservation (CTUIR)						Comments
Comprehensive Assessment of Skill Level	Evaluation of an individual's skills and abilities related to securing and retaining employment. Often involves using specific assessment and evaluation tools.	Yes						
Comprehensive Assessment of Service Need	Evaluation of the types of activities and/or services needed to enable an individual to secure employment. Assessment of service needs, as part of intensive services, will be more in depth and comprehensive in nature than the initial identification on needs under core services. Could include specialized assessments such as substance abuse screening, etc.	Yes						
Individual Employment Plan	A plan jointly developed with the participant that identifies short-term employment objectives and the appropriate combination of services and activities to achieve those objectives.	Yes						*Conducted through services to Vets, NAFTA/TAA and Worker Profiling programs.
Individual Career Plan	A plan jointly developed with the participant that identifies long-term career goals and strategies to achieve those goals.	Yes						
Case-Management	The process of working with an individual in the context of an agreed upon plan that addresses issues, supports, services, goals and how they will be achieved.	Yes						

Workforce System Service Delivery
Services Currently Provided By Some State Partners

Intensive Services - page 2

Activity	System Definition	Confederated Tribe of the Umatilla Indian Reservation (CTUIR)					Comments
Short-Term Prevocational Services	Activities and services that can be delivered in a short period of time that are designed to assist an individual in increasing their job readiness. Intensive activities include, but are not limited to, Adult Basic Education, GED, English as a Second Language, workplace preparation. Services that are designed to remove barriers and improve employment opportunities.	Yes					
Group Counseling	Assisting individuals with issues and /or strategies related to job readiness. Activities provided on a group basis and include activities such as mental health, and A&D that would be delivered in an in-depth, clinical fashion. These activities would normally be provided concurrently with other services such as job search or retention activities.	No					
Individual Counseling	Assisting an individual with issues and/or strategies related to job readiness. Activities provided on a one-on-one basis and would be more in-depth and clinical in nature. These activities would normally be provided concurrently with other services such as job search or retention activities.	Yes					
Retention Services	Services designed to help employed individuals retain employment.	Yes					

TRAINING SERVICES

TRAINING SERVICES DESCRIPTION

Training services are for individuals who are eligible for intensive services but unable to obtain or retain employment and have been:
 (a) determined to be eligible for training, in accordance with the priority system, and in need of training; and (b) can successfully
 Participate in training linked to employment opportunities.

Adult Education	<p>Services or instruction below the post secondary level for individuals (A) who have attained 16 years of age; (B) who are enrolled or required to be enrolled in secondary school under State law; and (C) who: (i) lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society; (ii) do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or (iii) are unable to speak read, or write the English language. This is combined with other WIA training. (WIA).</p>
Customized Training	<p>Training (A) that is designed to meet the special requirements of an employer (including a group of employers); (B) that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and (C) for which the employer pays for not less than 50% of the cost of the training. (Workforce Investment Act).</p>
Employer Training	<p>Provision of training and technical expertise to individuals and groups of employers on areas of knowledge, normally on program topics such as American Disabilities Act, accommodations, agricultural, recruitment, labor law, etc.</p>
Entrepreneurial Training	<p>Training that provides an individual with the knowledge and skills to start and grow a business. (Small Business Administration)</p>
Job Readiness Training	<p>Training that provides an individual with the workplace competencies (resources, interpersonal skills, information, systems, technology) and foundation skills (basic skills, thinking skills and personal qualities) needed to obtain and maintain a job. (Based on the SCANS Report).</p>
Occupational Skills Training	<p>Programs designed to prepare persons with the skill and knowledge to enter employment in a specific occupation or group of occupations. Programs vary in length depending on the current knowledge of the participant and the skills necessary for employment in the particular field. (Based on occupational preparatory training definition, Oregon Community College Handbook.)</p>
On-the Job Training	<p>Training by an employer that is provided to a paid participant while engaged in productive work in a job. (A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate. (WIA).</p>
Professional Technical Training	<p>Programs offered by Oregon community colleges, private career schools and other providers to prepare persons with the knowledge and skills to enter employment or further education for a specific professional technical occupations or careers. Professional technical is defined as occupations concerned with the theoretical or practical aspects of such fields as science, art, education, law and business relations where substantial post secondary educational preparation or equivalent on-the-job training or experience is required. Occupational groupings include: general management support, engineering and scientific; data processing and mathematical; social sciences, law and related; teaching and related; medicine and health; and writing, art and related.</p>
Related Instruction	<p>Programs of study for which applied or specialized associate degrees are granted, or programs of an academic year or more in length for which certificates are granted, must contain a recognizable body of instruction in program-related areas of 1) communication, 2) computation, and 3) human relations. Additional topics, which should be covered as appropriate, include safety, industrial safety, and environmental awareness. Instruction in the related instructional areas may be either embedded with the program curriculum or taught in blocks of specialized instruction. Each approach, however, must have clearly identified content that is pertinent to the general program of study. (Commission on Colleges Accreditation Handbook)</p>
Retraining Services	<p>Includes classroom training, occupational skill training, on-the-job training, out-of-area job search, relocation, basic and remedial education, literacy and English for non-English speakers training, entrepreneurial training, and any other appropriate training activities directly related to appropriate employment opportunities. (JTPA).</p>
Skill Upgrade Training	<p>Training that provides the skills necessary for an individual to maintain their job and/or increase their upward mobility to a better job.</p>
Workplace Training/Related Instruction	<p>A program of study that combines occupational skills training related instruction and work-experience to provide persons with the skills, knowledge and abilities to enter employment in a specific occupation or group of occupations.</p>

TRAINING SERVICES

TRAINING SERVICES DESCRIPTION

Training services are for individuals who are eligible for intensive services but unable to obtain or retain employment and have been:
 (a) determined to be eligible for training, in accordance with the priority system, and in need of training; and (b) can successfully participate in training linked to employment opportunities.

Adult Education	<p>Services or instruction below the post secondary level for individuals (A) who have attained 16 years of age; (B) who are enrolled or required to be enrolled in secondary school under State law; and (C) who: (i) lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society; (ii) do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or (iii) are unable to speak read, or write the English language. This is combined with other WIA training. (WIA).</p>
Customized Training	<p>Training (A) that is designed to meet the special requirements of an employer (including a group of employers); (B) that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and (C) for which the employer pays for not less than 50% of the cost of the training. (Workforce Investment Act).</p>
Employer Training	<p>Provision of training and technical expertise to individuals and groups of employers on areas of knowledge, normally on program topics such as American Disabilities Act, accommodations, agricultural, recruitment, labor law, etc.</p>
Entrepreneurial Training Job Readiness Training	<p>Training that provides an individual with the knowledge and skills to start and grow a business. (Small Business Administration)</p> <p>Training that provides an individual with the workplace competencies (resources, interpersonal skills, information, systems, technology) and foundation skills (basic skills, thinking skills and personal qualities) needed to obtain and maintain a job. (Based on the SCANS Report).</p>
Occupational Skills Training	<p>Programs designed to prepare persons with the skill and knowledge to enter employment in a specific occupation or group of occupations. Programs vary in length depending on the current knowledge of the participant and the skills necessary for employment in the particular field. (Based on occupational preparatory training definition, Oregon Community College Handbook.)</p>
On-the Job Training	<p>Training by an employer that is provided to a paid participant while engaged in productive work in a job: (A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate. (WIA).</p>
Retraining Services	<p>Programs offered by Oregon community colleges, private career schools and other providers to prepare persons with the knowledge and skills to enter employment or further education for a specific professional technical occupations or careers. Professional technical is defined as occupations concerned with the theoretical or practical aspects of such fields as science, art, education, law and business relations where substantial post secondary educational preparation or equivalent on-the-job training or experience is required. Occupational groupings include: general management support, engineering and scientific; data processing and mathematical; social sciences, law and related; teaching and related; medicine and health; and writing, art and related.</p>
Workplace Training/Retraining/Related Instruction	<p>Programs of study for which applied or specialized associate degrees are granted, or programs of an academic year or more in length for which certificates are granted, must contain a recognizable body of instruction in program-related areas of 1) communication, 2) computation, and 3) human relations. Additional topics, which should be covered as appropriate, include safety, industry. Includes classroom training on-the-job training, out-of-area search, relocation, basic and remedial education, literacy and English for non-English speakers training, entrepreneurial training and any other appropriate training activities directly related to appropriate employment opportunities (JTPA)</p>
Skills Upgrade Training	<p>Training that provides the skills necessary for an individual to maintain their job and/or increase their upward mobility to a better job.</p>
Workplace Training/Related Instruction	<p>A program of study that combines occupational skills training, related instruction and work-experience to provide persons with the skills, knowledge and abilities to enter employment in a specific occupation or group of occupations.</p>

WORKSOURCE PENDLETON ONE-STOP CENTER RESOURCE SHARING AGREEMENT

MOU Attachment "C"

I. STATEMENT OF PURPOSE

The purpose of this Agreement of Region 12's One Stop Center, WorkSource Pendleton, is to establish the terms and conditions under which the partnership will share resources in performance of their duties at the One-Stop Center which is located at **408 S.E. 7th, Pendleton, Oregon**. All notices regarding this Agreement shall be given to the persons designated under the title "WorkSource Pendleton Consortium Partners" in the Memorandum of Understand (MOU).

II. Assumptions

- A. The Region 12 One Stop Partners' agreement is reflective of its long-term, stable, flexible and collaborative partnership and its desire to provide One Stop workforce activities in a proactive, stable manner.
- B. The partners assume the resource sharing agreement to contain practical application; that is, the agreement will be invoked when the partners concur the need; that the actual contributions by each partner will be negotiated at the time of formula implementation based on actual RWIB budgetary needs, along with each partner's ability and willingness to participate.
- C. The partners assume for purposes of practical cost allocation methodology, it will divide total program costs by the total of each partner percentage, as outlined in the formula.
- D. If new mandatory partners are added, the percentage contribution will be reallocated in the same month the partner is approved.
- E. Partner contributions may be goods and services or cash negotiated between the affected partners, subject to the One Stop Partners' approval.

III. Definitions

Agreement Manager: The person named by the partnership to be responsible for the oversight, monitoring and review of fiscal functions of the Resource Sharing Agreement. Region 12's Fiscal Agent shall be Community Action Program of East Central Oregon (CAPECO) effective July 1, 2003, and until further notice. In this capacity CAPECO shall also serve as the Agreement Manager.

Cost Allocation Category (cost pools) A specific category of shared partnership costs that are identified and to which a methodology is applied. Example: Staff costs, Facility/Utility Costs, Marketing Costs. You can possibly have more than one type of shared resource used per cost category such as marketing where some partners contribute monetarily but others contribute staff, paper and printing.

One-Stop Partners: Oregon Employment Department (Wagner-Peyser, SEDAF, UI Funds), Office of Vocational Rehabilitation Services (WIA Title IV), Department of Human Services (TANF, JOBS funds), Blue Mountain Community College (Perkins

Grant funds), Community Action Program of East Central Oregon (WIA Title 1B), Umatilla Morrow Educational Service District, The Confederated Tribes of the Umatilla Indian Reservation.

Private/Voluntary Partners: Round-Up Athletic Club, The Simmons Insurance Agency, Portland General Electric, Greater Eastern Oregon Development Corporation, Red Lion Hotel, Horizon, Inc., Umatilla Morrow Central Labor Council, KTEL Radio & Great American Publishing Company.

Fiscal Agent: The member of the partnership designated by the partnership to be responsible for all fiscal activities for the partners shared costs, not the costs of operating specific programs (unless this is specified as a shared delivery of certain aspects of programs under this agreement). The lead will provide for billing of costs under Section VI, unless the goods and services contribution method is utilized for that cost category for that partner. Note: This could be the same entity as the Agreement Manager but does not have to be.

Program Costs: The dollar amount of program costs for an individual workforce program need not be listed in this Resource Sharing Agreement. NOTE: How programs will be funded should be reflected as a part of the Cost of Funding Services element of the MOU. If the partners have agreed to jointly share the costs of some programs this should be noted in that section as well.

IV. SHARED COSTS & BENEFIT

ITEM OF COST	ANNUAL COST	BENEFIT
One Stop building space shared by all partners sq ft x \$1.14 per foot	\$7,403.00	Allocated space for providing universal services thereby benefiting all partners.
Staff One Stop Coordinator) .25 FTE	\$6,000.00	Staff, which coordinates universal mandated One Stop activities thereby benefiting all partners.
Staff Training and Travel .25 total costs	\$1,250.00	
Agreement Management	\$1,600.00	RSA agreement management service benefiting all partners.
One Stop office supplies, marketing, long distance, fax, copies, Internet, telephone, long distance	\$2,500.00	Supplies, which universally support One Stop activities, thereby benefiting all partners.
TOTAL	\$18,753.00	

V. ALLOCATION METHODOLOGY

The partners have agreed to aggregate the costs described above since they are all associated with the display and provision of information related to the services available within the One-Stop Center. Due to the nature of the items of shared costs, the One-Stop Technical Assistance Guide (page I-3-6) counsels that the partners can consider an "equal access" allocation base. The partners concur that applying an equal access allocation base is appropriate and that these costs are of equal benefit to all participating partners; therefore, the costs are allocated on an equal share to each participating partner.

PARTNER	PROPORTIONATE SHARE	
	%	\$
BMCC	14.28%	2,679.00
CAPECO	14.28%	2,679.00
DHS	14.28%	2,679.00
VR	14.28%	2,679.00
OED	14.28%	2,679.00
CTUIR	14.28%	2,679.00
ESD	14.28%	2,679.00

VI. COST ALLOCATION

As agreed upon by the RWIB and One-Stop partners, the first \$18,753 dollars of shared costs will be borne by the RWIB Statewide Activities funds therefore reducing each partner's fair share equally. In the event shared costs exceed the \$18,753 allocation, the partners are still responsible for their fair share of costs as allocated by the agreed upon methodology.

ITEMS COSTS	BMCC	CAPECO	DHS	OED	OVR	CTUIR	ESD
TOTAL COSTS	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	2,679.00	\$2,679.00
SQ FOOTAGE \$7,403.00	\$ 1057.60	1057.60	1057.60	1057.60	1057.60	1057.60	1057.60
STAFF.125 FTE \$6,000.00	\$857.14	\$857.14	\$857.14	\$857.14	\$857.14	\$857.14	\$857.14
TRAINING/ TRAVEL \$1,250.00	\$178.56	\$178.56	\$178.56	\$178.56	\$178.56	\$178.56	\$178.56
RSA MGMT \$1,600.00	\$228.57	\$228.57	\$228.57	\$228.57	\$228.57	\$228.57	\$228.57
OFFICE SUPPLIES \$2,500.00	\$357.13	\$357.13	\$357.13	\$357.13	\$357.13	\$357.13	\$357.13
TOTAL \$18,753.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00
RWIB FUNDS Statewide Act. Funds \$18,753.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00	\$2,679.00
Additional Payments to/(from) Partners \$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-

BMCC, Blue Mountain Community College; CAPECO, Community Action Program of East Central Oregon; DHS, Department of Human Services; OED, Oregon Employment Department; OVR, Office of Vocational Rehabilitation; CTUIR, The Confederated Tribes of the Umatilla Indian Reservation; ESD, Umatilla Morrow Educational Service District

Payment from the partners is a cash resource for this agreement timeframe and was agreed upon by all the partners.

VII. Billing and Payment

All payments shall be directed to the Fiscal Agent. The Fiscal Agent is Community Action Program of East Central Oregon, 721 SE 3rd, Suite D, Pendleton, OR 97801. Payment must be

received no later than 30 calendar days after receipt of invoice or notice for payment. Costs will be incurred only upon the receipt of payment. Partner non-payment by will be referred to the Region 12 Workforce Investment Board for collection. Reconciliation to actual costs will occur quarterly.

In the event income is earned at the One Stop as a result of a shared costs or activities, then that income must be distributed to all partner organizations that participated in the activity or costs and allocated in the same proportion. Program income shall be used to reduce each partner's share of costs or resources needed to fund the shared costs identified in this agreement so long as it is allowable under the partners' authorizing statutes and regulations.

VII. Agreement Modification

The terms of this Resource Sharing Agreement shall not be waived, altered, modified or supplemented in any way except upon full agreement by all partners. Any amendments to this Agreement shall be effective only when they are reduced to writing and duly signed by all partners. If any condition of the Agreement is deemed invalid, the remainder of the agreement shall not be affected.

VIII. Assurances

Partners to this Agreement shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the scope of this Agreement. Representative who sign this agreement on behalf of their agency attest that they have the authority to do so.

IX. Termination

Withdrawal from the general agreement requires ninety calendar days written notice to the other partners and thirty calendar days in the event of a major financial shortfall or non-appropriation of funds. Furthermore, upon the withdrawal of any agency, the future costs associated with this Agreement shall be reallocated among the remaining agencies and this Agreement shall be modified in writing, accordingly.

X. Dispute Resolution

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of the One Stop Partners' or additional parties involved to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the region 12 Workforce Investment Board within 15 days, who shall place the dispute upon the agenda of a special meeting of the Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by 2/3-majority consent of the Committee members present. The decision of the R12 Executive Committee shall be final and binding unless such decision is in contradiction of applicable state and Federal laws or regulations governing the partner agencies.

XI. Terms of Agreement

This agreement shall be in effect July 1, 2004 through June 30, 2005. This agreement will be reviewed quarterly, and as partnership changes occur, to warrant accuracy.

WORKSOURCE PENDLETON RESOURCE SHARING AGREEMENT, AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms and conditions of this RSA, and do so commit by signing.

FOR THE WORKSOURCE PENDLETON ONE STOP PARTNERS:


Bob Regner - Department of Human Services

 3/25/05
Signature and Date

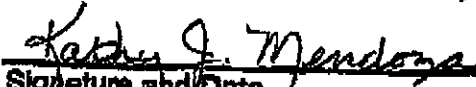
John Turner - Blue Mountain Community College

 28 Mar '05
Signature and Date

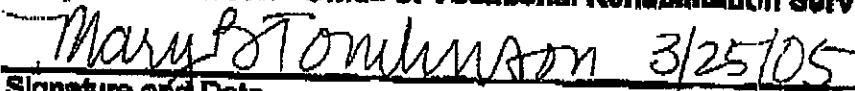
Dawn Salsbery - Community Action Program of East Central Oregon

 3/25/05
Signature and Date

^{MENDOZA}
Kathy J. ~~Davies~~ - Oregon Employment Department (WorkSource Hermiston, Pendleton and Milton-Freewater)

 3/25/05
Signature and Date

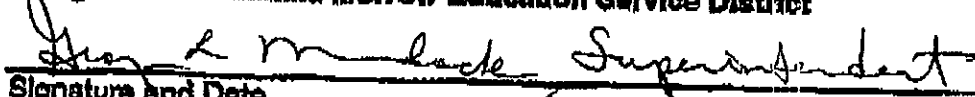
Mary B. Tomlinson - Office of Vocational Rehabilitation Services

 3/25/05
Signature and Date

Antone Minthorn - Confederated Tribes of the Umatilla Indian Reservation


Signature and Date

^{George Murdock}
~~Craig Satter~~ - Umatilla Morrow Education Service District

 Superintendent 3/25/05
Signature and Date

OREGON WORKFORCE INVESTMENT BOARD
Policy -- MOU IMPASSE RESOLUTION

IMPASSE AGREEMENT

MOU Attachment "D"

Purpose

The Workforce Investment Act (WIA) planning guidance requires each state to adopt a policy to resolve any local impasses in the development of Memoranda Of Understanding (MOUs). The Policy Stakeholder group decided that such a policy was needed.

Background

A MOU is a document that the WIA requires that each local area have among its One-Stop partners with the agreement of the local elected officials. The MOU must contain provisions on the following:

Agreement Of One Stop Partners Relating To The Operation Of The One Stop Delivery System

- Services To Be Provided Through The One Stop System
- Funding Of Services
- Operating Costs Of The Services
- Methods For Referring Individuals Between The One Stop Operators And The Partners
- Duration
- Provision For Amending The MOU

Each local area shall also identify how it will prioritize certain intensive and training to clients if funds are limited. In the 23 county workforce area, the Oregon Workforce Alliance/The Oregon Consortium, will have each of the 9 workforce regions within that area execute an MOU with an umbrella MOU for the area.

There are three primary areas that are required in the MOU and the local planning process that could result in an impasse that prevents the parties from reaching agreement:

- Cost sharing
- Prioritizing clients
- Methods of referral

The Stakeholders Group was in general agreement that it would be a good idea to have a policy to deal with the unlikely event of an impasse. They indicated it would be best to resolve problems locally, among local partners. Resolution by the state must be a last resort, with the impasse being identified at the local level. A third party mediator could be a solution. A list of mediators could be developed. Notably, the group realized that if mediation fails, the matter still needs to be resolved so this policy proposes binding arbitration as the very last resort. The OWIB Strategic Planning Committee will be asked to review a revised policy prior to the next meeting.

The OWIB indicated that the policy needed further definition and clarity. The policy was revised to address those issues by providing more detail on how the process would work, and the OWIB approved the policy at the meeting of April 28, 2000.

Policy: MOU Impasse Resolution

It is the policy of the State of Oregon that as much as possible, impasses that prevent the area/regions from agreeing on the contents of a Memorandum of Understanding should be resolved at the local/regional level. The assistance of the State is to be sought as a last resort, and such assistance must be requested by the local partnership.

Level One Resolution: Local Partners. Since client services are delivered at the local/regional level, the OWIB recognizes the importance of resolving impasses in the organization and administration of the One-Stop system at that level. It is anticipated that most difficulties can be resolved among the partners at that level. Mediation may be used; the state will maintain a list of qualified mediators from which the local partners may choose.

Level Two Resolution: Local Boards. If local partners, acting in good faith, are unable to resolve an impasse, the impasse must be taken to the local/regional board for resolution before requesting state-level assistance. Action taken to resolve the impasse must be reflected in the minutes of the local/regional board. The state will offer, if requested, technical assistance on resolving the matter (including looking and facilitating a conversation between workforce investment board chairs and staff and how they have addressed the impasse issue).

Level Three Resolution: State Assistance. If substantive impasses remain after a good-faith effort has been made at the local/regional board level to resolve issues, the board and relevant One-Stop partners may request assistance in the resolution process from the Department of Community Colleges and Workforce Development. The request shall be written and include impasse issue(s). Documentation supporting the issue(s) shall accompany the request. Documentation shall also include the record of attempts to resolve the issues at the other levels.

Within 30 days of receipt of the written request:

- (a) if the impasse relates to a matter that involves the state workforce partners, the CCWD will present the impasse and the supporting documentation to the Workforce Policy Cabinet for resolution. If the Cabinet cannot resolve the issue with local approval, a qualified mediator on a list of 10 mediators, previously approved by state and local partners, will be selected through an alternate strike process.
- (b) if the matter does not involve state partners, then the CCWD would refer the matter to a mediator selected randomly from the previously approved list of mediators.

The CCWD shall consult with the Office of State Mediator to give assistance in managing this process.

Last Step: Binding Arbitration. If process/mediation at level three fails, the matter will be resolved through binding arbitration. Again, the local and state workforce partners will submit names of acceptable arbitrators and one will be selected off of an approved list through an alternate strike process and will be charged with resolving the matter in accordance with any legal or budgetary restrictions on the partners.

This policy will remain in effect until amended or rescinded by the Oregon Workforce Investment Board.

WORKSOURCE PENDLETON ONE STOP CONSORTIUM METHODS OF ADMINISTRATION

MOU Attachment "E"

Each signatory to the MOU which is a recipient of Federal financial assistance as defined in 29CFR Section 37.4 assures that it will comply with:

1. The state's Methods of Administration approved by the Federal Department of Labor (located at www.workforce.state.or.us): and
2. The nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the Workforce Investment Act (WIA) and 29 CFR Part 37 which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief and against beneficiaries on the basis of either citizenship/status as lawfully admitted immigrants authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;
 - b. Title VI of the Civil Rights Act of 1964 as amended (42 USC Sec. 2000d et. Sec. 2000d et seq.), which prohibits discrimination on the basis of race, color and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), which prohibits discrimination on the basis of age; and
 - d. Age Discrimination Act of 1975 as amended (42 USC Sec. 6101 et. Seq.), which prohibits discrimination on the basis of age; and
 - e. Title IX of the Education Amendment of 1972 as amended (20 USC Sec. 1681 et seq.), which prohibits discrimination on the basis of sex in educational programs.