



MOU Modification

Policy Number: 2100

Effective Date: March 17, 2021

A. BACKGROUND

The Workforce Investment Opportunity Act requires that each Local Workforce Development Area enter into a Memorandum of Understanding (MOU) among the WorkSource partners. The MOU describes the local one-stop system and how the partners delivering services through that system will work together to provide, fund and continually improve that system. Because the MOU is a “living document” it will likely undergo changes over its duration. This policy explains the requirements related to modifying the MOU.

B. POLICY

All mandatory Partners listed in the Workforce Innovation and Opportunity Act of 2014 (WIOA) Section 121(b)(1)(B) and 20 CFR 678.400 as well as those non-mandatory organizations who partner with the WorkSource Snohomish County System in a significant way, are required to sign the MOU.

C. MODIFICATION

This MOU may be modified as follows:

1. Major modifications occur if:
 - a. Partners agree to supersede in the event of legislative change;
 - b. Addition or removal of a WIOA mandated Partner;
 - c. Termination by the CLEO as outlined below;
 - d. Change due to the election of a new Chief Elected Official; and/or
 - e. Renewal is triggered by Policy.
2. Minor modifications occur if:
 - a. Withdrawal of any Partner
 - b. Adjustments made due to the annual reconciliation of the IFA Budget;
 - c. Change to the Attachment or referenced documents that do not change the intent of the document or the MOU;

- d. Addition of Specialized Sites to the MOU; and/or
- e. Addition of partners or sites not governed by the IFA.

Addition of any Partner, whether resulting in major or minor modifications, will require the additional Partner to sign the MOU.

D. TERMINATION

The MOU will remain in effect through specified period, unless:

1. All Partners mutually agree to terminate this MOU prior to the end date with thirty (30) calendar days advance written notice.
2. WIOA is repealed or superseded by subsequent federal law. Partners shall be notified in writing of the impending change in federal law by IFA Manager. Termination shall be effective upon the date of the change in federal law or policy.
3. Local area designation is changed under WIOA. The CLEO shall provide thirty (30) calendar days advance written notice.
4. A Partner breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching Partners shall have the right to terminate this MOU by giving written notice thereof to the Board, upon which termination will go into effect immediately.

The Chief Local Elected Official or the CLEO's designee, by thirty (30) day written notice, may terminate this MOU, in whole or in part.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the termination of the MOU to discuss the formation of the successor MOU.

C. DEFINITIONS:

N/A

References:

20 CFR 678.500(b)(6), (d), and (e); 34 CFR 361.500(b)(6), (d), and (e); and 34 CFR 463.500(b)(6), (d), and (e)

[Workforce Snohomish Dispute Resolution Procedure 1010](#)
[Workforce Snohomish MOU Modification](#)

Supersedes: NA