

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Joint Workforce Investment Board and the following partners: the Indiana Department of Workforce Development, the Job Corps, the Native American Indian Center of Indiana, the Migrant and Seasonal Farmworkers, the Indiana Family and Social Services Administration. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. Purpose

In accordance with §121(c) of the Workforce Investment Act of 1998, the local board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding between the local board and the one-stop partners concerning the operation of the one-stop delivery system in the local area.

II. Term of Agreement

This Memorandum of Understanding will cover a period of two years, commencing July 1, 2011 and ending June 30, 2013.

III. Provision of Services

The partners entering into this Memorandum of Understanding agree to continue to work with the Joint Workforce Investment Board to develop new access or improve upon existing access to their services through the one-stop system. Each partner will work with the Joint Workforce Investment Board to analyze available services and identify areas where access to services through the one-step system could be improved. The partners agree to work with the Joint Workforce Investment Board on continuous improvement of the one-stop system.

The WorkOne delivery system shall provide the following services:

- a. Core Services as described in the Workforce Investment Act §134(d)(2);
- b. Access to intensive services and training services as described in the Workforce Investment Act §134(d)(3) and (4);
- c. Access to the discretionary one-stop delivery activities and supportive services as described in the Workforce Investment Act §134(e);
- d. Access to programs and activities carried out by one-stop partners and described in section 121(b);
- e. Access to the employment statistics system and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act.

IV. Funding and Operating Costs

The one-stop system will be funded primarily through local Workforce Investment Act funds, and funds allocated to the local Department of Workforce Development programs (i.e. Wagner-Peyser, Veterans, Unemployment Compensation, and Trade Act). As other partners

elect to negotiate with the Regional Workforce Boards to locate staff in WorkOne offices, financial agreements with those individual partners may be negotiated.

All one-stop partners assure that they will work with the Joint Workforce Investment Board and the State to work out funding of operational costs pursuant to federal and state guidelines.

The source of funding to support the One-Stop delivery system may include any one or more of the following:

- Workforce Investment Act of 1998, 29 USC §2811 et seq.
- Wagner Peyser Act, 29 USC §49 et seq.
- Adult Education and Family Literacy Act, 20 USC §9201 et seq.
- Job Corps, 29 USC §2881 et seq.
- Native American Programs, 29 USC §2911
- Migrant and Seasonal Farm Worker Programs, 29 USC §2912
- Rehabilitation Act of 1973, 29 USC §720 et seq.
- Social Security Act, 42 USC §603(a)(5)
- Older Americans Act of 1965, 42 USC §3056 et seq.
- Carl D. Perkins Vocational and Applied Technology Education Act, 20 USC §2301 et seq.
- Trade Act of 1974, 19 USC §9901 et seq.
- Job Counseling, Training, and Placement Services for Veterans, 38 USC §4100 et seq.
- Community Services Block Grant Program, 42 USC 9901 et seq.
- Unemployment Compensation System, IC 22-4 et seq.
- Other sources as available through public or private grants or agreements

Operating costs will be determined through the specific integrated services contracts developed between the Joint Workforce Investment Board and the local regional workforce boards. Other in-kind agreements may also be arranged between the WorkOne partner and the local regional workforce board.

V. Methods for Referral

A method of cross-referral will be developed between the WorkOne Partners in agreement with the Regional Operator conforming to all policies of the Department of Workforce Development. Referral may occur in person, by fax, telephone, mail or electronic means including information sharing through use of computer software programs developed for integrated service and program management.

VII. Modification, Renewal, and Termination

- (a) The parties may modify this Memorandum of Understanding consistent with applicable law and policies. Such modifications shall be made by mutual written agreement of the parties at any time.

- (b) This Memorandum of Understanding may be renewed under the same terms and conditions, subject to the approval of all the parties. The term may not be longer than the original term.
- (c) Any of the parties may terminate this Memorandum of Understanding with thirty days written notice to the other parties.

In Witness Whereof, the parties have, through their duly authorized representative, entered into this agreement. The parties, having read and understood the foregoing terms of this Memorandum of Understanding, do by their respective signatures, dated below hereby agree to the terms thereof.

Joint Workforce Investment Board

Chair

Date

Indiana Department of Workforce Development

Commissioner

Date

Job Corps

Director

Date

Native American Indian Center of Indiana

Signature

Date

Title

**Migrant and Seasonal Farmworkers
Transition Resources Corporation**

Signature

Date

Title