

**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

1. PARTIES: The parties to this Memorandum of Understanding (MOU) are:

- a. Northwest Georgia Workforce Investment Board  
P.O. Box 1798  
Rome, Georgia 30162-1798  
706.295.6485, 706.802.5567 fax  
Gwen Dellinger, WIA Director  
gwend@cvrdc.org  
Frank (Butch) E. Jones, Chairman
  
- b. Coosa Valley / North Georgia Council of Chief Elected Officials  
P.O. Box 1798  
Rome, Georgia 30162-1798  
706.295.6485, 706.802.5567 fax  
Allen Poole, Chairman
  
- c. One-Stop Partner  
Aging Services, WIA  
Northwest Georgia Regional Commission  
P.O. Box 1798  
Rome, Georgia 30162-1798  
706.295.6485, 706.802.5567 fax  
William Steiner, Executive Director
  
- d. One-Stop Partner  
Division of Family and Children Services  
450 Riverside Parkway, Suite 220  
Rome, Georgia 30162  
706.295.6193, 706.802.5378 fax  
Kathy Floyd, Manager, Region 3
  
- e. One-Stop Partner  
Division of Family and Children Services  
301 School Street  
Blairsville, Georgia 30514  
706.781-2351, 1-888-559-2723 fax  
Jeff Lukich, Manager, Region 1
  
- f. One-Stop Partner  
Division of Rehabilitation Services  
450 Riverside Parkway NE, Suite 210

Rome, Georgia 30161-2942  
706.295.6407, 706.295.6778 fax  
Twyla Crump, Director Region 1

- g. One-Stop Partner  
Georgia Department of Labor  
PO Box 200366  
Cartersville, Georgia 30120  
770.387.3760, 770.387.3766 fax  
Jerry Garland, District II Director
  
- h. One-Stop Partner  
Chattahoochee Technical College,  
Marietta Campus (President's Office)  
980 South Cobb Drive  
Marietta, Georgia 30060  
770.528.4500, 770.528.4455 fax  
Dr. Sanford Chandler, President
  - i. Appalachian Campus  
100 Campus Drive  
Jasper, Georgia 30143  
706.253.4500, 253.4510 fax
  - ii. North Metro Campus  
5198 Rose Road  
Acworth, Georgia 30102  
770.975.4020, 975.4101 fax
  - iii. Paulding Campus  
400 Nathan Dean Boulevard  
Dallas, Georgia 30132  
770.443.3600 770.443.3603 fax
  
- i. One-Stop Partner  
Dalton State College  
650 College Drive  
Dalton, Georgia 30720  
706.272.4438, 272.2550 fax  
Dr. John O. Schwenn, President
  
- j. One-Stop Partner  
Georgia Highlands College  
3175 Highway 27 South  
Rome, Georgia 30162  
706.295.6335; 706.295.6610 fax  
Dr. Randy Pierce, President

- k. One-Stop Partner  
Georgia Northwestern Technical College  
Floyd County Campus (President's Office)  
One Maurice Culberson Drive  
Rome, Georgia 30161-6757  
706.295.6206, 706.295.6929 fax  
Dr. Craig McDaniel, President
  - i. Gordon County Campus  
1151 Hwy 53 Spur SW  
Calhoun, Georgia 30701  
770.624.1100
  - ii. Polk Campus  
466 Brock Road  
Rockmart, Georgia 30153  
770.684.5696
  - iii. Walker County Campus  
265Bicentennial Trail  
Rock Spring, Georgia 30739  
706.764.3530, 706.764.3566 fax
  
- l. One-Stop Partner  
West Georgia Technical College  
Murphy Campus  
176 Murphy Campus Boulevard  
Waco, Georgia 30182  
770.824.5241, 770.824.5249 fax  
Skip Sullivan, President

The aforementioned information may be updated from time to time by giving written notice to all parties.

- 2. **DURATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA) or in accordance with this section.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of the withdrawal shall be given to all parties at the addresses shown in Section One of this MOU, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section 1.

Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to other remaining One-Stop Partners.

- 3. **MODIFICATION AND ASSIGNMENT:** This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any

of the parties shall be effective upon written notice to the other parties.

4. **VISION AND GUIDING PRINCIPLES:** includes by reference the vision and guiding principles for Georgia included in the State Unified Plan and the goals in the One-Stop criteria approved by the Northwest Georgia WIB.
5. **ONE-STOP SYSTEM DESCRIPTION:** The One-Stop system description in the local WIA plan, including modifications thereto, is incorporated into this MOU by reference.
6. **ONE-STOP OPERATOR(S):** The operator(s) of the Northwest Georgia one-stop system is/are the Region One Northwest Workforce Consortium.
7. **ROLE OF THE ONE-STOP OPERATOR(S):** The role of the One-Stop Operator(s) includes by reference the items in the One-Stop criteria approved by the Northwest Georgia WIB and, in addition:
  - Ensuring that the one-stop centers and the one-stop system operate within the one-stop chartering criteria adopted by the Northwest Georgia WIB.
  - Participating as board members of the Northwest Georgia WIB.
  - Managing and/or designating managers for the one-stop centers.
  - Assessing customer degree of satisfaction with services provided by one-stop centers or the one-stop system.
  - Identifying appropriate service strategies that meet the one-stop systems' customer needs.
  - Seeking and establishing mutual trust among all partners.
8. **SERVICES:** The One-Stop system services description in the local WIA plan, the WIB approved One-Stop Criteria, and the Region One Northwest Workforce Consortium MOU, including modifications thereto, is incorporated into this MOU by reference.
9. **MARKETING:** The parties agree that local marketing efforts will fit within the framework of the statewide marketing plan when developed and that services will be identified through use of the G1 logo, when available, denoting membership in Georgia's statewide system.
10. **NON-DISCRIMINATION:** The parties certify that they will not discriminate in their employment practices or provision of services on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship/status as an individual legal authorized to work in the United States.

The parties certify that auxiliary aids and services are available upon request to individuals with disabilities.

11. **DATA COLLECTION/REPORTING:** The parties agree that customer data must be available in a compatible data format to ensure sharing among local system partners.

They agree, to the extent possible, to utilize the automated tools made available from the state and local level to assist in data collection and sharing across partner services.

12. ATTACHMENTS: The following attachments are included in this MOU.

- A. CONFIDENTIALITY: The parties agree to honor the attached confidentiality/information release statement. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.
- B. CROSS REFERRAL: The parties adopt the attached cross-referral arrangements, which also include by reference cross-referral arrangements in the local WIA plan, including modifications thereto.
- C. RESOURCE SHARING: The parties agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the parties' allocations and budgets are known and the one-stop system evolves. The one-stop system is a work in progress and its costs and the partners' resource contributions will not remain static from month to month or from year to year.

13. DISPUTES: The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Northwest Georgia Workforce Investment Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

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

15. AUTHORITY AND SIGNATURES: The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

16. EFFECTIVE DATE: The effective date of this modification is July 1, 2009, irrespective of the date signed.

FOR Northwest Georgia Workforce  
Investment Board:

FOR Chattahoochee Technical College,  
Appalachian, North Metro, and Paulding  
Campus:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title: Chairman

\_\_\_\_\_  
Print Name/Title: President

FOR Coosa Valley/North Georgia Council of  
Chief Elected Officials:

FOR Dalton State College

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title: Chairman

\_\_\_\_\_  
Print Name/Title: President

FOR Aging Services, Welfare to Work,  
WIA:

FOR Georgia Highlands College:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title: Executive Director

\_\_\_\_\_  
Print Name/Title: President

FOR Division of Family and Children  
Services (Region 1):

FOR Georgia Northwestern Technical  
College, Floyd, Gordon, Polk and Walker  
Campus

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title: Manager, Region 1

\_\_\_\_\_  
Print Name/Title: President

FOR Division of Family and Children  
Services (Region 3):

FOR West Georgia Technical College

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Signature/Date

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Signature/Date

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Print Name/Title: Manager, Region 3

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Print Name/Title: President

FOR Division of Rehabilitation Services:

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Signature/Date

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Print Name/Title: Director Region 1

FOR Georgia Department of Labor:

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Signature/Date

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Print Name/Title: District Director

## **Attachment A**

### **Confidentiality/Information Release Form**

Each Consortium member has a statement on their application form which is signed by applicants indicating that they grant permission to release information to other agencies for the provision of service. Each agency's statement will be honored by other Consortium members.

## **Attachment B**

### **Cross Referral Arrangements**

Individuals seeking core, intensive, and/or training services may be referred to the One-Stop Center(s) or to an affiliate/partner site. If an individual seeks services at a One-Stop Center rather than the partner's site, services should be made available to him or her without referral to another location (based on staffing ability). Participants may receive referral to appropriate training and education programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

## **Attachment C**

### **Resource Sharing**

The Resource Sharing Agreement provides the framework for key partner commitment as regards the allocation and sharing of operational costs and resources. This attachment includes by reference the resource sharing agreement developed by and/or between the Region One Northwest Workforce Consortium (One-Stop System Operator) and collaborative partners.