

**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 1793
Rome, Georgia 30162-1793
706.295.6485, 802.5567 fax
Gwen Dellinger, WIA Director
gwend@jtpa.cvrdc.org
Addison Layson, Chairman

- b. **Coosa Valley / North Georgia Council of Chief Elected Officials**
P.O. Box 1793
Rome, Georgia 30162-1793
706.295.6485, 802.5567 fax
Billy Croker, Chairman

- c. **One-Stop Partner**

Aging Services, Welfare to Work, WIA
Coosa Valley Regional Development Center
P.O. Box 1793
Rome, Georgia 30162-1793
706.295.6485, 802.5567 fax
James Layton, Executive Director

- d. **One-Stop Partner**

Division of Family and Children Services
Suite B, 450 Riverside Drive
Rome, Georgia 30162
706.295.6193, 802.5378 fax
Sylvester Royal, Area 1 Field Coordinator

- e. **One-Stop Partner**

Division of Rehabilitation Services
450 Riverside Parkway NE Suite 210
Rome, Georgia 30161-2942
706.295.6407, 295.6778 fax
David Bennett, Director Region 1

- f. **One-Stop Partner**

Georgia Department of Labor
P.O. Box 1720
Gainesville, GA 30503
770.538.2727, 538.2730 fax
Dan Aultman, Regional Manager

- g. **One-Stop Partner**

Housing and Urban Development (HUD)
Floyd County Housing Authority
P.O. Box 1428, 800 North Fifth Avenue
Rome, Georgia 30162-1428
706.291.0780, 295.0376 fax
Sandra Hudson, Executive Director

- h. **One-Stop Partner**
Appalachian Technical College
100 Campus Drive
Jasper, Georgia 30143
706.253.4500, 253.4510 fax
Dr. Sanford Chandler, President

- i. **One-Stop Partner**
Chattahoochee Technical College
980 South Cobb Drive
Marietta, Georgia 30060
770.528.4500, 528.4455 fax
Harlon Crimm, President

- j. **One-Stop Partner**
Coosa Valley Technical College
One Maurice Culberson Drive
Rome, Georgia 30161-6757
706.295.6206, 295.6929 fax
Craig McDaniel, President

- k. **One-Stop Partner**
Dalton State College
213 North College Drive
Dalton, Georgia 30720
706.272.4438, 272.2550
Dr. James Burran, President

- l. **One-Stop Partner**
Floyd College
3175 Highway 27 South
Rome, Georgia 30162
706.295.6335; 295.6610 fax
Dr. Randy Pierce, President

- m. **One-Stop Partner**
North Metro Technical College
5198 Rose Road
Acworth, Georgia 30102
770.975.4020, 975.4101 fax
Steve Dougherty, President

- n. **One-Stop Partner**
Northwestern Technical College
265 Bicentennial Trail
Rock Spring, Georgia 30739
706.764.3530, 764.3566 fax
Dr. Ray Brooks, President

o. **One-Stop Partner**

West Central Technical College

176 Murphy Campus Boulevard
Waco, Georgia 30182
770.836.6000, 836.6807 fax
Janet Ayers, 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 legally 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. Exchange 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, 2003, irrespective of the date signed.

FOR Northwest Georgia Workforce Investment Board

Signature and Date

Name and Title

FOR THE Chief Elected Official

Signature and Date

Name and Title

FOR Coosa Valley Regional Development Center

Signature and Date

Name and Title

FOR THE Division of Family and Children Services

Signature and Date

Name and Title

FOR THE Georgia Department of Labor

Signature and Date

Name and Title

**FOR THE Georgia Department of Labor
Rehabilitation Services**

Signature and Date

Name and Title

FOR Housing and Urban Development

Signature and Date

Name and Title

FOR Appalachian Technical College

Signature and Date

Name and Title

FOR Chattahoochee Technical College

Signature and Date

Name and Title

FOR Coosa Valley Technical College

Signature and Date

Name and Title

FOR Dalton State College

Signature and Date

Name and Title

FOR Floyd College

Signature and Date

Name and Title

FOR North Metro Technical College

Signature and Date

Name and Title

FOR Northwestern Technical College

Signature and Date

Name and Title

FOR West Central Technical College

Signature and Date

Name and Title

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.