

**MICHIGAN WORKS! SYSTEM
MEMORANDUM OF UNDERSTANDING
BETWEEN
Little Traverse Bay Bands of Odawa Indians

AND THE
Northeast Michigan Consortium (NEMC)
WORKFORCE DEVELOPMENT BOARD**

**Part I
General Information**

This Memorandum of Understanding (hereinafter referred to as the MOU) establishes the terms and conditions between Little Traverse Bay Bands of Odawa Indians (hereinafter referred to as Partner(s)) and the local Workforce Development Board (hereinafter referred to as the WDB) for the Michigan Works! Northeast Consortium Agency. This MOU is entered into for the purpose of delineating the respective roles and responsibilities of the Partner(s) as a One-Stop partner, in compliance with the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014, Section 121(c)(2). By signing this MOU, the parties agree to abide by the terms, conditions, goals, and principles set forth herein.

This MOU is designed to ensure the efficient and effective coordination and delivery of services in the Michigan Works! Northeast Consortium service delivery area in order to prevent duplication and maximize available resources. In addition, this MOU establishes joint processes and procedures that will enable all parties to more fully integrate the current service delivery system, resulting in a more seamless and comprehensive array of education, human service, job training, and other workforce services.

**Part II
Service Provision and Coordination**

The Partner(s) agrees to the following:

- Making available a direct linkage through technology to a program staff person who can provide meaningful information or services.

At a minimum you will:

- Refer customers to Michigan Works! One-Stop as appropriate for partner services;
- Accept referrals of appropriate customers from Michigan Works! One-Stop Partners for Partner(s) eligibility determination;
- Maintain communication and coordination for the purpose of serving mutual customers and keeping each other informed about programs and services available.

The WDB agrees to the following:

- Offer employment resources for job seekers, with the help of Pure Michigan Talent Connect (the statewide internet-based labor exchange system), as well as a wide variety of programs and services to help job seekers of all skill levels and backgrounds obtain employment and/or training;

- Provide services to employers; customized recruitment, training solutions and connections to other business service partners and incentive or employment support programs;
- Determine eligibility for programs delivered by Michigan Works! Northeast Consortium;
- Ensure priority of services to veterans;
- Provide specialized activities with career counseling available, as well as workshops that help a job seeker develop the skills necessary to reenter the workforce;
- Maintain communication and coordination for the purpose of serving mutual customers and keeping each other informed about programs and services available.

**Part III
One-Stop Operating Budget
Not Applicable**

**Part IV
Referral Strategies**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers.

In order to facilitate such a system, All Partners agree to the following:

- Make and accept referrals of appropriate customers from MI Works! One-Stop for eligibility determination utilizing the Inter-Program Referral form (when developed), including process.
- Coordinate efforts in the provision of services such that redundancy and duplication of services are minimized, and the efficient and effective delivery of those services is maximized.
- Stay up to date on MI Works! One-Stop programs, updates, and new offerings;
- Work collaboratively to best serve mutual customers;
- Maintain positive and effective working relationships with Michigan Works! Northeast Consortium;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys and share the information with the One-Stop Operator.

**Part V
Inclusion Strategies**

All Partners agree to the following:

- Provide operational programming to all eligible participants, within the defined WIOA, section 166 mandatory federal guidelines, regardless of race, color, religion, sex, national origin, age, disability, political affiliation, or belief.
- Provide universal access to services for individuals with disabilities

**Part VI
Other Provisions**

All parties agree to the following:

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and educational entities.

- Provide written materials summarizing their program requirements and services and make them available for Partners and customers,
- Job Orders will be shared with all One-Stop Partners and entered into the PMTC
- Work collaboratively to promote, maintain, and implement effective workforce development programs
- Indemnification –
 - Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Northeast Michigan Consortium Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Northeast Michigan Consortium Local WDB or the one-stop operator.
- Confidentiality –
 - Information provided will not be disclosed nor transmitted to any individuals, agencies, public or private entities, or organizations other than those approved in the MOU for the purpose stated in the MOU. Confidential information will remain confidential and safeguarded. No copies, duplicates or distribution to unauthorized entities or personnel will be made. State and federal laws, regulations, and standards designed to protect confidentiality will be adhered to.

Part VII Duration of Agreement

In accordance with the provisions of the Workforce Innovation and Opportunity Act of 2014, this MOU is effective this 1st day of July, 2020 by and between the Northeast Michigan Consortium Local WDB and Little Traverse Bay Bands of Odawa Indians, as system partners. This MOU shall remain in effect until the 30th day of June, 2023, or unless otherwise terminated by mutual agreement of all signing parties, under the following condition:

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective date of the withdrawal. Notice of withdrawal shall be given to all parties covered by this agreement. Should any partner withdraw, this MOU shall remain in effect in its entirety with respect to the remaining parties until the expiration date of this agreement, or a new MOU is executed, whichever occurs first.

All signing parties assure that this MOU will be reviewed and renewed at least once every three years, or when substantial changes occur.

Part VIII Procedure for Amendment or Assignment

This MOU may be modified at any time by written agreement of the parties. Such amendments will require the signature of all parties affected by such amendment. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

**Part IX
Certification**

The undersigned hereby agree to abide by all terms and conditions outlined in this agreement, or in any amended version of this agreement, for the duration of this agreement.

Approval on behalf of Partner: Little Traverse Bay Bands of Odawa Indians
(Partner Entity Name)

Regina Gasio-Bentley-Chair
Print Name and Title

Date

Regina Gasio-Bentley
Signature of Partner

Date

Approval on behalf of the WDB:

Sheryl A Coyne

Print Name of WDB Board Chair

Date

Sheryl A Coyne Digitally signed by Sheryl A Coyne
Date: 2020.07.07 16:23:42 -04'00'

7/7/20

Signature of WDB Board Chair

Date

Approval on behalf of Chief Elected Official:

John B Wallace, CEO

Print Name and Title of Chief Elected Official

Date

John B Wallace Digitally signed by John B Wallace
Date: 2020.07.07 12:12:21 -04'00'

7/7/20

Signature of Chief Elected Official

Date

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.