

**MICHIGAN WORKS! SYSTEM
MEMORANDUM OF UNDERSTANDING**

**BETWEEN
LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
AND
NETWORKS NORTHWEST,
THE
NORTHWEST MICHIGAN WORKS! AGENCY
WORKFORCE DEVELOPMENT BOARD**

**Part I
General Information and Background**

Parties

This Memorandum of Understanding (hereinafter referred to as the MOU) establishes the terms and conditions between the **Little Traverse Bay Bands of Odawa Indians** (hereinafter referred to as Partner or Partner Agency) and the local Workforce Development Board (hereinafter referred to as the WDB) for the Northwest Michigan Works! Agency. By signing this MOU, the parties agree to abide by the terms, conditions, goals, and principles set forth herein.

Purpose

This MOU is entered into for the purpose of delineating the respective roles and responsibilities of the **Little Traverse Bay Bands of Odawa Indians** as a One-Stop partner in the American Job Center Network, in compliance with the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014, Section 121(c)(2). Members of the Northwest Region's American Job Center Network are listed in Attachment A of this MOU.

This MOU is designed to ensure the efficient and effective coordination and delivery of services among American Job Center Network Partners in the Northwest Michigan Works! service delivery area in order to prevent duplication and maximize available resources. In addition, this MOU establishes joint processes and procedures intended to enhance the ability of American Job Center Network partners 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. The alignment of service delivery is intended to enhance already existing partnerships to create a seamless, customer-focused American Job Center Network that enhances access to Partner program services by mutual customers and builds community-benefiting bridges rather than silos of programmatic isolation, in the hopes of reducing administrative burden and costs while increasing customer access and performance outcomes.

American Job Centers and the Local Workforce Development Board (WDB)

This MOU confirms the understanding of the parties regarding the operation and management of all American Job Centers in the Northwest Michigan Works! Agency Workforce Development Area. Networks Northwest is the administrative entity for the local WDB and for Northwest Michigan Works!. The WDB conducts its policy and oversight business within the context of the larger Networks Northwest Regional Prosperity Board. The WDB itself is comprised of 20 private sector business representatives and 13 other individuals representing education, labor,

rehabilitation, economic development, corrections, human services, and community-based organizations.

The current five American Job Centers in Northwest Michigan are identified as follows:

Comprehensive American Job Centers

Traverse City Michigan WORKS! Service Center
1209 S. Garfield Avenue – Suite C, Traverse City, MI 49686-4330
Phone: (231) 922-3700 or 1-800-442-1074
Fax: (231) 922-3737

Cadillac Michigan WORKS! Service Center
401 N. Lake Street, Suite 700, Cadillac, MI 49601
Phone: (231) 775-3408
Fax: (231) 775-1584

Affiliate American Job Centers

Petoskey Michigan WORKS! Center
2240 Mitchell Park Drive, Suite B, Petoskey, MI 49770
Phone: (231) 347-5150
Fax: (231) 347-4454

Manistee Michigan WORKS! Service Center
1660 US 31 South, Manistee, MI 49660
Phone: (231) 723-2535
Fax: (231) 723-4610

Kalkaska Michigan WORKS! Service Center
103 Third Street, Kalkaska, MI 49646
Phone: (231) 258-8889
Fax: (231) 258-6519

**Part II
Service Provision and Coordination**

The **Little Traverse Bay Bands of Odawa Indians** agrees to the following:

- Provide employment and training services to participants as allowed by its applicable laws and funding levels;
- Maintain communication and coordinate with the Northwest Michigan Works! Agency for the purpose of serving mutual customers and keeping each other informed about programs and services available;
- Maintain a physical presence at each **comprehensive** American Job Center. The WIOA mandates all required partners, including The Partner named in this MOU, to maintain a physical presence at each comprehensive American Job Center in the Northwest Michigan Region. The Partner agrees to work with the WDB to identify which of the type(s) of physical presence is/are best suited to providing the types and high quality of services to meet the needs of mutual customers. These options include having a Partner program staff member physically present at the American Job Center, having a staff member from a different partner program physically present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through Partner programs, or making available a direct linkage through technology to a Partner program staff member who can provide meaningful information or services. While not required, the Partner is encouraged to coordinate with the Northwest Michigan Works! Agency to establish and/or maintain a similar presence in the affiliate American Job Center.
- Refer customers to the Northwest Michigan Works! Agency as appropriate and according to Referral Strategies as outlined in Part IV of this MOU.

The WDB agrees to the following:

- Provide employment and training services to participants as allowed by its applicable laws, funding levels and as outlined in the Northwest Michigan Works! *Workforce Innovation & Opportunity Act Regional and Local Plan*, which can be found on the Networks Northwest website (www.networksnorthwest.org). Services to be provided include but are not limited to:
 - Offer employment resources for job seekers, with the help of the 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, including but not limited to customized recruitment, training solutions, and connections to other business service partners and incentive or employment support programs;
 - Determine eligibility for appropriate programs;
 - Conduct rapid response activities;
 - Ensure priority of service to veterans;
 - Provide specialized activities with career counseling available, as well as training and workshops that help a job seeker develop the skills necessary to reenter the workforce or enhance employee retention;
- Maintain communication and coordinate with the Partner Agency for the purpose of serving mutual customers and keeping each other informed about programs and services available;
- Refer customers to the Partner Agency as appropriate and according to Referral Strategies as outlined in Part IV of this MOU;
- Coordinate with the Partner strategies for the Northwest Michigan Works! Agency customers to access to Partner services.

Both parties agree to the following:

- When possible, explore, develop and implement methods and strategies to coordinate and reduce duplication of effort related to intake, assessment and other service provisions and program requirements common to both parties;
- Internally monitor program(s) offered and services provided and offered in an effort to continuously improve customer service and the quality of service;
- As appropriate, parties agree to develop and cross-train Northwest Michigan Works! Agency staff to act as a method of accessing Partner Agency services in the Northwest Michigan Works! Agency;
- Commit to provide exceptional customer service to American Job Center Network customers.

Part III One-Stop Operating Budget

The Partner Agency is not required to participate in the initial July 1, 2017 through June 30, 2018 One-Stop Operating Budget/Infrastructure Funding Agreement. This status will be evaluated on an annual basis. This MOU will be modified should the Partner Agency become subject to the Infrastructure Funding Agreement, which will be negotiated with the Northwest Michigan Works! Agency at that time.

Part IV Referral Strategies

The Little Traverse Bay Bands of Odawa Indians agrees to the following:

- Accept referrals of appropriate customers from the Northwest Michigan Works! Agency for eligibility determination and provision of services, as applicable;

- Refer customers to the Northwest Michigan Works! Agency, as appropriate;
- Become familiar with the basic eligibility and participation requirements, as well as with the available services and benefits offered for the program(s) offered in the Northwest Michigan Works! Agency's region;
- Develop and provide information and/or materials, written, digital or otherwise, about employment and training services for use and dissemination in the region's American Job Centers, as appropriate;
- Maintain positive and effective working relationships with the Northwest Michigan Works! Agency management and staff;
- Work collaboratively with the Northwest Michigan Works! Agency and other American Job Center Partners to best serve mutual customers.

The WDB agrees to the following:

- Accept referrals of appropriate customers from the Partner Agency for eligibility determination and provision of services, as applicable;
- Refer customers to the Partner Agency, as appropriate;
- Become familiar with the basic eligibility and participation requirements, as well as with the available services and benefits offered for the Partner's program(s) represented in the American Job Center's region;
- Develop and provide information and/or materials, written, digital or otherwise, about employment and training services for Partner Agency use and dissemination;
- Maintain positive and effective working relationships with the Partner Agency management and staff;
- Work collaboratively with the Partner Agency and other American Job Center Network Partners to best serve mutual customers.

Both parties agree to the following:

- Evaluate ways to improve the referral process, possibly through innovation, as appropriate;
- As appropriate, follow up on the results of referrals in an effort to assure that the resources for each party are leveraged at an optimal level.

Part V Inclusion Strategies

Both parties agree that accessibility to the services provided in the American Job Centers and by all Partner agencies is essential to meeting the requirements (according to Section 188 of the WIOA and the WIOA nondiscrimination and Equal Opportunity Regulations (29 CFT Part 38; Final Rule December 2, 2016 and the Americans with Disabilities Act (ADA)) and goals of the American Job Center Networks for the Northwest Michigan Works! Agency. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Both parties agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. To that end, both parties will work toward and/or maintain policies and procedures addressing these issues, and that such policies and procedures have been or will be disseminated to their employees and otherwise posted as required by law.

The WDB agrees to the following:

- Commit to training staff members to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier;
- Provide, as required by applicable Federal, State and Local law and is allowable and reasonable, assistive devices such as screen-reading software programs; in addition, assistive listening devices will be provided to ensure physical and programmatic accessibility exists with the American Job Center.

Part VI Other Provisions

Both parties agree to the following principles and practices in an effort to develop and promote a positive relationship:

- *Collaboration.* Work collaboratively to promote, maintain and implement effective workforce development programs;
- *Coordination.* Coordinate efforts in the provision of services to minimize redundancy and duplication of services, and maximize efficient and effective delivery of services;
- *Innovation.* Explore, develop and implement innovation with the Northwest Michigan Works! Agency and other regional American Job Center Partners to enhance customer experience as it relates to coordinated service delivery for mutual customers;
- *Confidentiality.* Abide by all applicable Federal, State and Local laws and regulations regarding confidential information. In addition, in carrying out their respective responsibilities, each party shall disclose, respect and abide by confidentiality policies and legal requirements of the other party.
- *Indemnification.* The parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. 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 party assumes any responsibility for the other party, State or non-State, for the consequences of any act or omission of any third party. The Partner acknowledges that Networks Northwest bears no responsibility and/or liability for any actions of the Partner's employees, agents, and/or assignees. Likewise, Networks Northwest acknowledges that the Partner has no responsibility and/or liability for any actions of Networks Northwest.
- *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.

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 2017 by and between the Northwest Michigan Works! Agency WDB, Networks Northwest and the **Little Traverse Bay Bands of Odawa Indians**, as system partners. This MOU shall remain in effect until June 30, 2020, 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 90 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. Partners that withdraw and are subject to the IFA agree to remain subject to the IFA throughout the entire applicable reconciliation quarter. In addition, should the withdrawing Partner be subject to the IFA, all AJC

Partner FTEs will be recalculated and redistributed, and the MOU will be modified to indicate a revised IFA.

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.

The MOU and/or IFA will be reviewed whenever substantial changes occur to the MOU and/or IFA, such as the election of a new Chief Elected Official.

APPROVAL ON BEHALF OF PARTNER: LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

Deanna Gasco-Bentley - Tribal chairperson
Print/Type Name and Title

Deanna Gasco-Bentley 10-27-17
Signature of Partner Date

APPROVAL ON BEHALF OF THE WDB: NETWORKS NORTHWEST

Gary Fedus 9-20-17
Gary Fedus, WDB Board Chair Date

APPROVAL ON BEHALF OF CHIEF ELECTED OFFICIAL: NETWORKS NORTHWEST

Chris Christensen 9-20-17
Chris Christensen, Chief Elected Official Date