

**MEMORANDUM OF UNDERSTANDING**  
**For the**  
**ONE-STOP DELIVERY SYSTEM**  
**In the**  
**LOWER CHATTAHOOCHEE WORKFORCE INVESTMENT AREA**

**I. Introduction**

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the Lower Chattahoochee Local Workforce Investment Board, hereafter referred to as “the LWIB” and the One-Stop Delivery System signatory partners, hereafter referred to as “the One-Stop Partners” to describe how their various funding streams and resources will be utilized to better serve their mutual customers, both job seekers and employers, through an integrated system of service delivery operated at one comprehensive site and multiple itinerate sites throughout the local area, called the One-Stop System. It is understood that the development and implementation of this system will require mutual trust and teamwork between the One-Stop partnering agencies, all working together to accomplish their shared goals.

**II. Definitions of Commonly Used Terms**

**A. One-Stop System**

The one-stop system is the overall mechanism by which workforce development services are delivered in the local area. It is the network of workforce products and services that meet business and job seeker needs in whatever manner and location is most effective and convenient for the customer. It is supported by integrated, customer-driven strategies for ongoing product development and improvement, capacity building and information management.

**B. One-Stop Center**

Under the workforce Investment Act, every local system must have at least one comprehensive one-stop center. A center is one of the vehicles by which customers can access the system. It is a physical location or facility that makes a wide range of the system’s products and services available at a single site, through self-service or personalized assistance. The number of centers, the scope of services offered and the manner in which they are delivered will vary from one area to another, according to local needs and resources.

**C. One-Stop Partner**

A one-stop partner is a local entity that is responsible for one or more workforce development programs designated as required components of the one-stop system. The program may be required either by the federal Workforce Investment Act or by the State or Local Workforce Investment

Board. One-stop partners must support and participate in the one-stop system as stipulated in their program's authorizing legislation and as documented in a Memorandum of Understanding (MOU) with the local Board and Chief Elected Official. All one-stop partners, where such partners are located within the local area, must be represented on the Local Workforce Investment Board.

**D. One-Stop Operator**

The local workforce investment board designates one or more one-stop operators to operate the system. The specific role of the one-stop operator is defined in an agreement between the operator and the local board. It may range from coordination of service providers located in the centers to directly delivering most of the services at the centers. The designated operator may be a single entity or a consortium of entities that includes at least three of the federally mandated partners.

**E. Core Services**

The basic workforce investment services to be offered through the one-stop system at no cost to the customer, as defined by the Workforce Investment Act and State and Local Workforce Investment Boards. The Act identifies minimum core services to be offered to job seeker customers.

**F. Intensive Services**

The workforce investment services to be offered at no cost to one-stop system customers, who have been unable to get a job as a result of receiving one or more of the core services. State and local Workforce Investment Boards define these services and the customers targeted, in their workforce investment plans

**G. Training Services**

The education and employment training services to be offered at no cost to one-stop system customers who have been unable to get a job after having received one or more core services and one or more intensive services. Authorized providers as described in state and local plans deliver training services. Most adult and dislocated worker training services will be offered through Individual Training Accounts.

**III. Purpose of the One-Stop Delivery System**

The purpose of the one-stop system is to advance the economic well being of this workforce investment area by developing and maintaining a quality workforce and by serving as the focal point for local and regional workforce investment initiatives. This will be accomplished through the delivery of high quality integrated workforce investment services such as: education, economic development services to job seekers, incumbent workers, and employers.

#### **IV. Partners**

The local Board, with the agreement of the Chief Elected Official(s) for the Lower Chattahoochee Area has the mutual commitment and cooperation of the following partners in becoming a part of this MOU and operating the local One-Stop System.

##### **A. Mandatory Partners**

1. Programs authorized under Title I of the Workforce Investment Act (Adults)  
Represented by: Columbus Consolidated Government, Community & Economic Development Dept., Economic Development Division.
2. Programs authorized under Title I of the Workforce Investment Act (Youth)  
Represented by: Columbus Consolidated Government, Community & Economic Development Dept., Economic Development Division
3. Programs authorized under Title I of the Workforce Investment Act (Dislocated Workers)  
Represented by: Columbus Consolidated Government, Community & Economic Development Dept., Economic Development Division
4. Programs authorized under the Wagner-Peyser Act  
Represented by: Georgia Department of Labor, Columbus Career Center
5. Programs authorized under Title I of the Workforce Investment Act (Veterans Workforce Programs)  
Represented by: Georgia Department of Labor, Columbus Career Center
6. Adult education and literacy activities authorized under Title II of the Workforce Investment Act.  
Represented by: Muscogee County School District
7. Programs authorized under Title I of the Rehabilitation Act  
Represented by: Division of Rehabilitation Services, District Office
8. Programs authorized under Sec. 403(a)(5) of the Social Security Act as added by the Balanced Budget Act of 1997 (Welfare-to-Work Programs)  
Represented by: Columbus Consolidated Government, Community & Economic Development Dept., Economic Development Division

9. Activities authorized under Title V of the Older Americans Act of 1965  
Represented by: AARP Foundation
10. Postsecondary vocational educational activities authorized under the Carl Perkins Vocational and Applied Technology Education Act  
Represented by: Columbus Technical College
11. Activities authorized under Chapter II of the Trade Act of 1974  
Represented by: Georgia Department of Labor, Columbus Career Center
12. Activities authorized under Chapter 41 of Title 38, United States Code (local veterans employment representatives and disabled veterans outreach programs)  
Represented by: Georgia Department of Labor, Columbus Career Center
13. Employment and training activities carried out under the Community Service Block Grant Act.  
Represented by: Enrichment Services Program
14. Employment and training activities carried out by the Department of Housing and Urban Development.  
Represented by: Housing Authority of Columbus
15. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law)  
Represented by: Georgia Department of Labor, Columbus Career Center

**B. Discretionary Partners**

In addition to those programs referred to here in above, other entities that carry out a human resource program are non-mandatory, discretionary partners to this MOU and include the following:

1. TANF programs authorized under part A of Title IV of the Social Security Act.  
Represented by: Muscogee County Department of Family and Children's Services
2. Employment and training programs authorized under sec. 6(d)(4) of the Food Stamp Act of 1977  
Represented by: Muscogee County Department of Family and Children's Services

3. Work programs authorized under sec. 6 (o) of the Food Stamp Act of 1977

Represented by: Muscogee County Department of Family and Children's Services.

**V. Process for Mandatory Partners Refusing to Sign the MOU**

Partner entities refusing to sign the MOU may not be represented on the Local Workforce Investment Board. If a required partner entity refuses to sign, all efforts must be made to meet and confer and come to agreement on the issue(s) involved. Alternative representative(s) must be sought representing the required partner or funding stream.

**VI. Indemnification and Liability**

Through execution of this MOU, each entity agrees to work together to deliver one-stop services for employers, employees, and those seeking employment, training and/or retraining services. However, the entities are not legally "partners" to the extent that the term encompasses joint and several liability. Each entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors and will indemnify and hold harmless every other entity for any and all damages caused by the acts or omissions of its employees, representatives, agents, or subcontractors.

**VII. Services to Be Provided Through the One-Stop Delivery System**

The partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a "single service delivery system" as required under the Workforce Investment Act. Services shall be focused on two main customer groups, job seekers and employers, and shall be available at or through the One-Stop System overall:

**A. Core Services**

- Basic eligibility determination for WIA Title I B services;
- Outreach, Intake, and orientation to services available;
- Initial assessment of skills, aptitudes, abilities, and supportive services;
- Job search and placement assistance including career counseling;
- Provision of employment data and labor market information;
- Provision of performance information including cost data, related to all services performed;

- Employment referral;
- Follow-up services for customers attaining employment for not less than 12 months after the first known day of employment.

## **B. Intensive Services**

The parties agree to the following services, which are above and beyond those named in section VII. A and which shall be provided in accordance with the Act; and where intensive services are required the parties will cooperate in providing those services, which may include, but not be limited to:

- Jobs/employment, and training targeting particular labor market needs;
- Jobs/employment, and training targeting particular groups or populations;
- Value added services such as child care, transportation, individual and family counseling, temporary or emergency shelter, or other services pertinent to the local area;
- Such services as are mutually identified by all parties to the MOU and are customized to local need.

## **C. Training Services**

The parties agree that training services will be made accessible where appropriate and required for service to adults and dislocated workers;

- Who have met the eligibility requirements for intensive services and who are unable to obtain or retain employment through such services;
- Who after an interview, evaluation, or assessment, and case management, have been determined by a One-Stop System partner to be in need of training/retraining services and possess the skills and qualifications to successfully participate in the selected program of training services;
- Who select programs of training services that are directly linked to the employment opportunities in the local area or another area in which the adult or dislocated worker receiving such services is willing to relocate;

- Who have met the qualification requirements, and;
- Who are determined to be eligible in accordance with the priority system.

Qualification requirements include: The individual after an interview, evaluation, assessment, and case management is determined to be “in need of training services” and to have the skills and qualifications to successfully participate in the selected program of training services. Training services, funded by WIA, shall be limited to individuals who are unable to obtain other grant assistance for such services, including HOPE and/or Federal PELL Grants, or requires assistance beyond the assistance made available under other grant assistance programs, including HOPE and/or Federal PELL Grants.

Training services may also be provided to individuals who have met the above requirements, except that their application for HOPE and/or PELL grant is pending at the start of training. However, if a WIA expenditure is made while receipt of their PELL grant is pending, appropriate reimbursement shall also be made to the local Workforce Area from the Federal PELL Grant.

Qualifications for HOPE and/or Federal PELL grants do not apply to those individuals determined “in need of training services” and the services will be provided through On-The-Job Training and/or Customized Training.

The One-Stop System will make the list of eligible training providers available, to all individuals determined to be in “need of training services”, with a description of the programs through which providers may offer the training services and the information identifying eligible providers of on-the-job training and customized training. The performance and cost information relating to eligible providers of training services will also be made available to all individuals determined to be in “need of training services”.

Training services may include but not be limited to:

- Occupational classroom training;
- On-the-Job Training;
- Cooperative education programs combining workplace learning with classroom instruction;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy;

- Private sector operated training, and
- Industry based, customized training based on employer needs with up front agreement to hire based in established conditions.

Training services shall be provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.

Training services shall be provided to eligible adults and dislocated workers through the use of Individual Training Accounts (ITAs), through which a participant chooses among qualified training providers with the exception of on-the-job training, customized training or the LWIB determines there are and insufficient number of eligible providers of training services in the local area to accomplish the purposes of a system of individual training accounts or the local board determines that there is a training services program of demonstrated effectiveness offered in the local area by a community –based organization or another private organization to serve special participant populations that face multiple barriers to employment. Training services will be provided in accordance with all state and local procedures.

The term “a special population” that faces multiple barriers to employment means a population of low income individuals that is included in one or more of the following of the following categories:

- Individuals with substantial language or cultural barriers
- Offenders
- Homeless individuals
- Other hard-to-serve populations as defined by the Governor

Training services shall be directly linked to occupations that are in demand in the local area or in an area to which the person receiving training services is willing and able to relocate. The Lower Chattahoochee Workforce Investment Board may approve training services for occupations determined by the local board to be in sectors of the economy that have a high potential for sustained demand growth in the local area.

#### **D. Employer Services**

Parties to this MOU acknowledge that employers are a primary One-Stop customer and agree to the following:

- Direct employer input shall be sought in matters related to One-Stop planning and operations;

- Employer input related to employer needs shall be sought through all possible avenues such as job development activities, job fairs, trade associations, chambers of commerce, etc.;
- As a majority membership on the local WIB is private industry, the guidance of such members shall be specifically sought in designing targeted employer services;
- Time is of the essence in the provision of services to employers;
- Specific employer services to be provided through the local One-Stop System may include, but are not limited to:
  - ✓ An employer directory;
  - ✓ Tax credit information and/or processing;
  - ✓ Assessment of client skills, interest, aptitude and/or work values;
  - ✓ Job specification development;
  - ✓ Fee or licensing information
  - ✓ Business assistance;
  - ✓ Interviewing facilities;
  - ✓ Customized training;
  - ✓ Skills training;
  - ✓ Job readiness training;
  - ✓ Job listing service.

The State One-Stop Employer Services Report and other material related to this local workforce investment area shall be made available to all parties to this MOU.

#### **E. Target Population Groups**

All adults' ages 18 and older are eligible for core services. Priority for intensive services must be given to recipients of public assistance and other low-income individuals in areas where funds are limited.

Dislocate workers are eligible for core services. Priority for intensive services must be given to those unable to secure employment through core services.

Youth must be ages 14 through 21, low income, and meet at least one of six specific barriers to employment. Five percent may be non-low income if they have one or more specified barriers to school completion or employment. At least 30 percent of the funds must be spent on out-of-school youth.

## **VIII. Youth Services**

Services will be made available to youth through the One-Stop System.

Youth services are:

- To provide to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational skills and skill competencies and provide effective connections to employers;
- To ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- The provision of training opportunities for eligible youth;
- To provide continued supportive services for eligible youth;
- To provide incentives for recognition and achievement to eligible youth;
- To provide opportunities for eligible youth in activities relating to leadership development, decision-making, citizenship and community service;
- To provide an objective assessment of the academic skills, skill levels, and service needs of each participant which shall include a review of basic skills, occupational skills, prior work experience, employability interests, aptitudes (including interests, and aptitudes for non-traditional jobs), supportive service needs, and developmental needs of such participant, except that a new assessment of a participant is not required if the provider carrying out such program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;
- To develop service strategies for each participant that shall identify an employment goal (including in appropriate circumstances non-traditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the objective assessment conducted, except that a new service strategy for a participant is not required if the provider carrying out such a program determines that it is appropriate to use a recent service strategy developed for the participant under another education or training program;
- To provide access for preparation for postsecondary educational opportunities in appropriate cases;

- To provide access to strong linkages between academic and occupational learning;
- To provide access to preparation for unsubsidized employment opportunities in appropriate cases;
- To provide access to effective connections to intermediaries with strong links to the job market and local and regional employers;
- To provide access to tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies;
- To provide access to alternative secondary school services, as appropriate;
- To provide access to summer employment opportunities that are directly linked to academic and occupational learning;
- To provide access, as appropriate, to paid and unpaid work experience, including internships and job shadowing;
- To provide access to occupational skills training, as appropriate;
- To provide access to leadership developmental opportunities which may include community service and peer centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;
- To provide access to supportive services;
- To provide access to adult mentoring for the period of participation and a subsequent period, for a period of not less than 12 months;
- To provide follow-up services, for not less than 12 months after completion of participation, as appropriate;
- To provide access to comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral as appropriate.

Each eligible youth participant will be provided information on the full array of applicable or appropriate services that are available through eligible providers or One-Stop partners. Participants will receive referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

**IX. Shared Resources**

Parties to this MOU agree that it is designed to identify the local One-Stop Delivery System, universally applicable provisions, services to be provided, and other provisions. Separate MOUs will outline each partner's specific participation in terms of location(s), frequency of participation, services to be provided, resources shared, and will become attachments to this MOU.

**X. Systematic Referral Process for One-Stop Delivery System Customers**

Parties to this MOU agree to jointly develop and mutually implement processes acceptable to all for common intake and referral. Parties agree to cross-train staff on the services of each participating One-Stop Partner and the spectrum of related services available through respective agencies as appropriate. A mutually acceptable referral process and forms(s) shall be adopted by all parties to this Agreement with the commitment to evaluate this process and modify it according to changing requirements or day-to-day needs for improvement.

**XI. One-Stop Delivery System Performance Criteria**

The parties to this MOU agree to establish procedures to insure performance requirements as provided by the Workforce Investment Act and to periodically evaluate customer satisfaction for participants and employers; such performance measures may include but not be limited to:

- Completion rates;
- Percentage of participants obtaining unsubsidized employment;
- Percentage of participants obtaining training related employment;
- Wages at placement, and
- Job retention for participants completing training.

**XII. Governance of the One-Stop Delivery System**

The Lower Chattahoochee Workforce Investment Board (LWIB) accepted the concept of a One-Stop System being formulated by a consortium of the following agencies: the Columbus Consolidated Government, the Georgia Department of Labor, Columbus Career Center, the Division of Rehabilitation Services, Columbus Technical College, and the Muscogee County School District. The Lower Chattahoochee Workforce Investment Board also acknowledged that the One-Stop Operator for the Lower Chattahoochee Workforce Investment Area would be the Columbus Consolidated Government.

The LWIB's responsibilities would be to:

Provide policy and oversight guidance with respect to ensuring customer satisfaction and integrity of services.

The One-Stop Operator's responsibilities would be to:  
Perform the following functions: (a) coordinate the provision of services according to the One-Stop System Memorandum of Understanding, (b) prepare a system business plan in conjunction with all partners, (c) and to insure that the system operates according to applicable laws and regulations and the local Board policy, oversee the collection and analysis of customer satisfaction data and make recommendations to the local Board for possible adjustments and/or changes.

**XIII. Duration and Modification of the MOU**

The One-Stop partners agree that the terms of this MOU will take effect as of January 1, 2001, and will continue until such time as any partner or partners modify, or terminate this MOU. Termination of the MOU will be effective when all partners agree in writing to its termination.

Any partner to the MOU may request modification of its terms. Such request for modification must be submitted, in writing, to the One-Stop Operator and the WIA Administrator. Ratification of the request by all the other partners will constitute the modification in question.

Any partner may withdraw, giving written notification of its intent to withdraw as a partner. Such notification of intent to withdraw must be submitted to the One-Stop Operator and the WIA Administrator. In such cases, all pertinent terms of the MOU will continue in effect for the remaining partners. Any party may cancel the contract or agreement at anytime for cause, or may cancel without cause on a 30 day written notice.

**XIV. Dispute Resolution**

Should any disputes or grievances require resolution; the steps outlined should be followed. Parties shall continue with their responsibilities under this MOU during any period of dispute or disagreement. Disputes shall be resolved in a timely manner, directly involving the One-Stop Operator and the local Workforce Investment Board, as appropriate. Should any disputes or disagreements require resolution, applicable steps as required by the local Workforce Investment Board and the Administrator's policy, Workforce Investment Act, and other applicable authorizing Acts and laws shall be followed.

XV. Signature Page

Chief Elected Official:

\_\_\_\_\_  
Bobby Peters, Mayor of Columbus

\_\_\_\_\_  
Date

Chairperson

\_\_\_\_\_  
Carolyn Hugley  
Workforce Investment Board

\_\_\_\_\_  
Date

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Local Job Corp Contractor (DESI)

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Date

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Columbus Consolidated Government

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Georgia Department of Labor

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Division of Rehabilitation Services

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Columbus Technical College

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Enrichment Services Program

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Housing Authority of Columbus

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AARP

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Muscogee County School District

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Date

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Muscogee County Department  
Of Family and Children's Services

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Date

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**Attachment A**  
**Resource Sharing**

The Resource Sharing Agreement provides the framework for key partners commitment as regards the allocation and sharing of operational costs and resources. The sharing of operation costs and resources are applicable as applied to the Lower Chattahoochee Local Area's comprehensive One-Stop system monthly overhead expenses to include occupancy, utilities, telephone, technology, maintenance, janitorial services, and security services.

- A. Scenario #1 – When a One-Stop Site is located with a partner agency and the agency has agreed to act as host facility manager, the other partner program agencies shall not be responsible for the sharing of monthly overhead, maintenance, and upkeep of the One-Stop Center. All facility cost will be paid by the host agency for the Center.
  
- B. Scenario #2 – When a One-Stop Center is located freestanding (i.e. not located in a Partner facility), partners co-locating at a free-standing One-Stop Site in the Lower Chattahoochee Area, may agree to contribute to the cost of operating the site using a portion of funds available to the partner's program, to the extent not inconsistent with the Federal law authorizing the partners' programs, to pay for the monthly overhead, maintenance and upkeep of the One-Stop site.

The One-Stop System is an evolving system, and its costs and the partners' resource contributions may be adjusted as needed. Any adjustments to the resource sharing agreement listed above would come before the One-Stop Operator for approval.