

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE Indiana Civil Rights Commission

AND

THE Indiana Department of Labor

Contract #00000000000000000000101791

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Civil Rights Commission (“ICRC”) and the Indiana Department of Labor (“DOL”). In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

I. INTRODUCTION AND PURPOSE

- A. DOL is currently empowered to enforce age discrimination complaints under Indiana’s Civil Rights Laws as set forth in Indiana Code § 22-9-2-1 *et seq.*
- B. ICRC has trained personnel and resources who currently investigate and enforce other types of discrimination under Indiana’s Civil Rights Laws, and ICRC has existing relationships and contracts with federal partners like the Equal Employment Opportunity Commission for enforcing complaints that arise under federal laws.
- C. DOL does not currently have trained personnel or resources needed to efficiently investigate and enforce claims of age discrimination.
- D. Effective July 1, 2026, Indiana Code § 22-9-1-6(r) permits ICRC to enter into MOU’s with other agencies to provide ICRC with investigation and enforcement authority over complaints which other agencies have oversight.
- E. The parties believe that it would be beneficial for both agencies and for Hoosiers for ICRC and DOL to enter into an MOU to delegate investigation and enforcement authority over age discrimination complaints.
- F. Because of the possibility of multiple complaints of age discrimination arising within a given calendar year, the parties wish to enter into a single agreement to minimize the number of agreements that might otherwise be entered into for each individual complaint.

II. TERM AND TERMINATION

- A. This MOU shall become effective on the date of the last signature and shall terminate two (2) years after the effective date if not renewed.
- B. The MOU may be renewed an additional two (2) years upon mutual written agreement between the parties.
- C. This MOU may be terminated with or without cause by either party upon sixty (60) days' written notice, or upon any legislative action that would nullify the MOU or render the MOU unnecessary.
- D. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOU, the MOU shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

III. AMENDMENT

This MOU may be amended at any time by mutual agreement of the parties.

IV. FUNDING

This MOU is hereby established as a no-cost agreement between the parties.

V. AUTHORITY

This MOU is executed under the authority of Indiana Code § 22-9-1-6.

VI. SCOPE OF DELEGATION

- A. DOL delegates to ICRC all powers provided to the commissioner of labor under Indiana Code § 22-9-2, including but not limited to investigatory, prosecutorial, and administrative enforcement authority relating to age discrimination complaints arising under Indiana Code § 22-9-2.
- B. ICRC agrees to accept jurisdiction over all referred complaints and to administer all related procedures and remedies as provided by law.

VII. RESPONSIBILITIES OF THE PARTIES

- A. DOL shall have the following responsibilities:
 - 1. Upon receipt of any question or complaint via telephone or email regarding age discrimination under Indiana Code § 22-9-2, immediately forward the question or complaint as it was received to ICRC via the contact provided in this MOU.
 - 2. If a question or complaint regarding age discrimination is received by DOL in person, that person shall be provided contact information to reach out to ICRC directly.
 - 3. Refrain from conducting parallel investigations or proceedings once a complaint has been referred to ICRC.
- B. ICRC shall have the following responsibilities:
 - 1. Accept and docket all complaints referred by DOL.
 - 2. Conduct investigations, including interviewing witnesses, collecting evidence, and assessing whether probable cause exists.
 - 3. Issue recommended findings after completing an investigation.
 - 4. Initiate and prosecute administrative enforcement actions where appropriate.

5. Conduct administrative hearings and seek remedies consistent with Indiana Code § 22-9-2 and all relevant rules, policies, and procedures applicable to claims of discriminatory practices under civil rights laws.
6. Take any other action as may be provided or permitted by Indiana Code § 22-9-2.

VIII. CONTACT INFORMATION

The contact information to be used for formal notices, requests, and communications required or permitted under this MOU are as follows:

If to DOL:

Seun Adekunle
402 W. Washington St., Rm. W195
Indianapolis, IN 46204
317-234-6717
OAdekunle@dol.in.gov

If to ICRC:

Christiana Afuwape
100 N. Senate Ave., Rm. N300
Indianapolis, IN 46204
317-232-2600
CAfuwape@icrc.in.gov

IX. CONFIDENTIALITY OBLIGATIONS

A. Protection of Investigatory Records

Both agencies shall maintain the confidentiality of all investigative materials, evidence, and communications to the fullest extent permitted by Indiana law.

B. Use of Shared Information

Information exchanged under this MOU shall be used solely for investigation, enforcement, adjudication, or prosecution under Indiana Code § 22-9-2. Use for any other purpose is prohibited.

C. Disclosure Restrictions

Neither agency shall disclose confidential materials except where disclosure is legally required, necessary for administrative proceedings, ordered by a tribunal, or otherwise permitted by statute. When legally allowed, the receiving agency shall notify the other agency prior to any required disclosure.

D. Data Security and Storage

Both agencies shall ensure that investigatory materials are stored securely and accessible only to personnel with a legitimate enforcement need.

E. Confidential Inter-Agency Communications

Strategic discussions, legal analyses, and internal deliberations exchanged under this MOU constitute confidential inter-agency communications to the extent permitted by law.

F. Survival

These confidentiality obligations survive termination of this MOU.

In Witness Whereof, ICRC and DOL, through their duly authorized representatives, enters into this MOU. The parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms thereof.

Indiana Department of Labor

Signed By:
By: *Mike Speedy*
DD37E167A61C495...

Title: Commissioner of Labor

Date: 7/20/2026 | 11:26 PDT

Indiana Civil Rights Commission

Signed By:
By: *J. Phillip Clay*
A7AF3ECBF9834FF...

Title: Executive Director

Date: 7/20/2026 | 14:43 EDT

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Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	