

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

School District of Santa Rosa County

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **School District of Santa Rosa County** (hereafter referred to as "the Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include but are not limited to. the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Model CareerSource core values and maintain a professional working environment.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.
2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-

stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one- stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one- stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of MOA sec. 503(b) to provide an extension for the implementation of the final IFA.*
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.
6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.
8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

The term of this MOU shall commence on July 1, 2020 through June 30, 2021, and may be renewed for an additional 3-year term. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged

or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. INFRASTRUCTURE FUNDING AGREEMENT

1. Effective Period

The Infrastructure Funding Agreement (IFA) is entered into on July 1, 2020 and must terminate on June 30, 2023.

2. Cost Allocation Methodology

Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center. Attached is the One-Stop Operating Budget.

3. Payment

The School District of Santa Rosa County will include CareerSource Escarosa (CSE) staff in planned and staged professional development training at a simulation of poverty workshops. The District will provide a report of CSE attendees and the cost per attendee as training events happen. The total value of shared training by the District will be approximately \$3,000.00 per year. A representative of the District will advise CSE of training topics and dates to coordinate inclusion of CSE employees. CSE will keep records of all training events in which their employees participated.

4. Costs Reconciliation and Allocation

The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30).

5. Steps Utilized to Reach Consensus

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

6. Dispute and Impasse Resolution

All parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed:

- a. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
- b. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Direction of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
- c. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (EO) and Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the

Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

XII. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XIII. SIGNATURES

Career Source Escarosa:

Signature

Marcus L. McBride, PhD
Chief Executive Office

Printed Name

Date

**School District of Santa Rosa
County:**

Signature

Printed Name

Date

Santa Rosa County Commission:

Signature

Printed Name

Date