

## **REVISED MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM And The School District of Santa Rosa County**

### **I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014 and Rehabilitation Act of 1973, 29 U.S. Code section 721(a), and is entered into by **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 authorize 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 and to 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 services, 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. DESCRIPTION/ACCESS TO SERVICES**

- A. The local area workforce board d/b/a CareerSource Escarosa has been designated by the Chief Elected Officials of Escambia and Santa Rosa counties as the administrative entity, grant recipient and fiscal agent. CareerSource Escarosa and the Partner will provide access and delivery of services in accordance with 34 CFR §463.500(1), WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(I). The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR §361.505 and 34CFR §361.720.

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) program; adult education and family literacy; 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 20 CFR §678.700 through §678.755 of the federal regulations promulgated under WIOA and the funding of shared services and operating costs in accordance with 20 CFR §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.

a. Effective Period

The Infrastructure Funding Agreement (IFA) is entered into on July 1, 2021 and must terminate on June 30, 2023.

b. 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.

c. Payment

CareerSource Escarosa shall submit to the Partner, a quarterly invoice in the amount of \$884.00 to cover costs that are agreed to, to be paid within 30 days.

d. 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). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

e. 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.

f. 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:

1. 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.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) 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 or impose other remedies to resolve the issue.
4. 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.

g. Appeal

The One-Stop partner may appeal to the State regarding infrastructure costs, using the process described in 34CFR §463.750, that result in a change to the One-Stop partner's infrastructure cost contributions, updating this MOU to reflect changes to the final One-Stop partner infrastructure cost contributions.

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 (Region 1: Escambia and Santa Rosa counties) that shall be open to the public from 8:00 a.m. until 4:00 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 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 20 CFR §678.700 through §678.755 and the funding of shared services and operating costs in accordance with 20 CFR §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.
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, on request.
6. Participate in local recruiting events and share information with one another on placement and performance.
7. Provide feedback to CareerSource Escarosa management regarding the performance of the One-Stop collaboration, including its effectiveness and success.
8. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource staff.
9. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council Meeting and participate in quarterly meetings.

#### **IV. METHODS OF REFERRAL**

Internal cross-referral procures 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 to the One-Stop system

in a matter which satisfies the requirements of 34 CFR §463.500(3), Subtitle B, Chapter 1 §121(c)(2)(iii).

**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; provided however, that the Partner shall not be prohibited from releasing any records deemed a public record and required to be released pursuant to Chapter 119, Florida Statutes.

**VI. TERM**

In accordance with 34CFR §463.500(5)(6)(d), WIOA, Subtitle B, Chapter 1 § 121(c)(2)(A)(v), this MOU is effective July 1, 2022 through June 30, 2023. This MOU will be reviewed annually by both parties and renewed, not less than once every 3-year period, to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

The Infrastructure Agreement is effective upon signature of this document, and terminates on June 30, 2023.

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 INDIVIDUALS WITH BARRIERS TO EMPLOYMENT**

CareerSource 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 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 One-Stop partner agency services and/or employment on the basis of race, ethnicity, national origin, color,

gender/sex, age, religion, marital status, pregnancy, disability, sexual orientation, gender identity, 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.

One-Stop partners agree to comply fully with the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, 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 and the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties, and no third party is an intended beneficiary.

**XI. 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.

**XII. NO PARTNERSHIP OR JOINT VENTURE**

This Agreement is styled as a "One-Stop Partner Agreement" for purposes of compliance with the Workforce Innovation and Opportunity Act of 2014 and the Federal regulations promulgated thereunder. The use of the term "partner" herein is not a designation of a business entity and refers only to the collaboration of the parties to this agreement to provide public services under the ACT and shall in no way signify that the parties agree or purport to be bound under the partnership laws of the State of Florida set forth in Chapter 620, Florida Statutes. Nothing herein contained shall constitute a business partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this paragraph and no party shall become liable by any representation, act or omission of the other in any manner contrary to the provisions hereof.

### XIII. SIGNATURES

CareerSource Escarosa:

Kathaleen Cole  
Signature

Kathaleen Cole, Chair  
Printed Name

9/8/20  
Date

The School District of Santa Rosa  
County:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Santa Rosa County Commission:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date