

MEMORANDUM OF UNDERSTANDING

Between

CAREERSOURCE NORTH CENTRAL FLORIDA

and

NORTH FLORIDA TECHNICAL COLLEGE

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCFL") as the administrative entity for and representing the Dual County Workforce Development Council ("DCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB") and North Florida Technical College (NFTC), an Educational Organization and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCFL and NFTC are collectively referred to as the "Parties" and individually as the "Party."

RECITALS

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the DCWDC and the CSNCFL, enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCFL serves as the administrative entity for both the DCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses NFTC and is authorized to enter this One-Stop MOU on behalf of the DCWDC and NCFWDB; and

WHEREAS, NFTC is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Career and Technical Education Programs at the Post-Secondary Level; and

WHEREAS, WIOA requires the DCCWDB and NCFWDB to competitively select a one-stop operator, and CSNCFL has informed NFTC that the CSNCFL governing boards have selected SCAD Media, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSNCFL in coordination among the one-stop partners; and

WHEREAS, WIOA requires that each one-stop partner shall enter into an MOU which describes the integration and coordination of each partner's program services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCFL and NFTC agree as follows:

1. PARTIES

The Parties to this MOU are CSNCFL and NFTC. The Parties acknowledge that the recitals above are true and correct.

2. PURPOSE

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to the Career and Technical Education Programs at the Postsecondary Level through the CSNCFL One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center.

3. VISION

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to its customers by coordinating "front door" access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.
- B. To accomplish this CSNCFL and NFTC shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
 - a. Identifying the program services offered by the parties and any applicable eligibility criteria.
 - b. Identifying prospective shared customers.
 - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
 - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
 - e. Committing to continuous improvement of the workforce system.
 - f. Recognizing partner programs' constraints and working to eliminate the impact on shared customers.

4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES

- A. Services provided through the OSDS. Services provided through the OSDS shall include:

- a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
- b. Referral to WIOA Title II Adult Education and Family Literacy Act services
- c. WIOA Title III Wagner-Peyser Act employment services.
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Assistance Program
- m. Youth/ Build U.S.A. programs located in the workforce area
- n. Second Chance programs located in the workforce area

B. Access to Services.

CSNCFL and NFTC will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment /entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how reliance upon partner career services can be achieved.
- c. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program, activities, and support services of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

C. Coordinating Services.

CSNCFL and NFTC shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improving frontline staff efficiency.
- c. Co-locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the OSDS.
 - i. The OSDS shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one stop services and shall share the access with one-stop partner customers referred to the one-stop for services.
 - ii. The OSDS shall assure that their premises including hallways, restrooms, and egress points can accommodate individuals who have a physical impairment.
 - iii. The OSDS shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.

D. Cross Referral.

CSNCFL and NFTC shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co- enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.

- c. Reporting to each other on the services provided to the customer and the outcomes attained.

E. Information sharing.

CSNCFL and NFTC shall share information by:

- a. Agreeing to a "Release of Information Form" which can be used by participants of the OSDs.
- b. Assuring that a FERPA is executed for individuals enrolled in education.
- c. Observing mandatory confidentiality and privacy laws
- d. Safeguarding participant records as appropriate.

F. Accessibility.

CSNCFL and NFTC are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of the services available through the one-stop and its partners.

5. TERM

This MOU shall commence on July 1, 2023 or the date signed and shall remain in full force and effect until June 30, 2026, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).

6. MODIFICATION

- A. The MOU shall be modified to reflect changes in the terms, conditions or scope of work at any time that there is a change to way in which partners will coordinate under this MOU.
- B. The MOU shall be reviewed at least once every three (3) years and shall be modified as needed.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
 - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
 - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties with the same degree of formality employed at the time this MOU was executed.

7. ASSURANCES

Methods to ensure the needs of workers, 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 delivery system. (34CFR §463.500(4)(6), WIOA Subtitle B, Chapter 1 §121©(2)(A)(iv))

- a. Includes the statement "The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR §361.506 and 34CFR §361.720"
- b. Includes assurances that the MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every three-year period to ensure appropriate funding and services.

8. TERMINATION

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

9. NOTICES

- A. All notices required to be given to CSNCFL under this MOU shall be sufficient when hand delivered or mailed to CSNCFL at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCFL Executive Director.
- B. All notices required to be given to NFTC under this MOU shall be sufficient when hand delivered or mailed to NFTC at its office located at 609 N. Orange Street, Starke, FL 32091 addressed to the Project Director.
- C. All notices shall be in writing, which may include email.

10. NON-DISCRIMINATION

- A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

11. GRIEVANCE AND COMPLAINTS

NFTC and CSNCFL agree to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

12. DISPUTE RESOLUTION

- A. The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for

discussion and resolution.

- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

13. COMMUNICATIONS

- A. CSNCFL and NFTC shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDs shall utilize the CSNCFL logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

14. AGENCY OR EMPLOYMENT RELATIONSHIP

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

15. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

16. SIGNATURE IN COUNTERPARTS

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

17. ACCEPTANCE OF SCANNED SIGNATURES

- A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

- B. That the Chair and Vice Chair shall each provide the Executive Assistant of CSNCFL with an exemplar of their signatures. The Executive Assistant shall scan and convert each signature into a .jpg file. The Executive Assistant shall store and protect the electronic signatures from use by unauthorized individuals.
- C. Upon receipt of authorization from the Chair or the Vice Chair, respectively, the Executive Assistant shall place the electronic signature of the Chair or Vice Chair on any document that: (i) has been approved and authorized for execution by the Council; or (ii) that is within the authority of the Chair or Vice Chair to execute without Council approval.
- D. For the purposes of this procedure, authorization shall be provided only by one of the following methods: (i) a statement made by the Chair or Vice Chair, respectively, on the record at a duly noticed public meeting; or (ii) by email from the Chair or Vice Chair, respectively, to the Executive Assistant indicating the documents authorized for electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: NORTH FLORIDA TECHNICAL COLLEGE through its Project Director authorized to execute same and CAREERSOURCE NORTH CENTRAL FLORIDA, signing by and through the CSNCFL Executive Director duly authorized to execute the same.

AS TO: NORTH FLORIDA TECHNICAL COLLEGE:

WITNESSED BY: Alta Duran L.S. BY: [Signature]
Maria L. [Signature] LS (Signature)
TITLE: Director
DATE: 10-23-23

AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:

WITNESSED BY: [Signature] L.S. BY: [Signature]
[Signature] LS (Signature)
L.S. TITLE: EXECUTIVE DIRECTOR
DATE: July 1, 2023

Approved as to form by
Rochelle J. Daniels, Attorney

By _____
Rochelle J. Daniels