

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**CAREERSOURCE NORTH CENTRAL FLORIDA**

**And**

**The Columbia County School Board**

This One-Stop Memorandum of Understanding ("MOU") is entered into on this 1st day of July, 2025, by and between the Council of Elected Officials ("ELECTED") and the North Central Florida Workforce Development Board ("NCFWDB") serving as the governing boards for the Region 26 Workforce Development Area represented by CareerSource North Central Florida ("CSNCF"), a local governmental agency serving as the administrative entity for Workforce Development Area 26 and the Columbia County School Board, an Educational Organization (type of entity) and one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). The Region 26 governing boards and the Columbia County School Board are referred to individually as a "Party." and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, WIOA Section 121(c)(1) requires that the chief local elected officials and local workforce development boards in each local workforce development area enter into an MOU with the WIOA one-stop partners; and

**WHEREAS**, CSNCF serves as the administrative entity for both the ELECTED and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses the Columbia County School Board (CCSB) and is authorized to enter this One-Stop MOU on behalf of the ELECTED and NCFWDB; and

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

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

**WHEREAS**, the MOU must be the product of discussion and agreement between the LWDB 26, the local Chief Elected Officials, and the One-Stop Partners in accordance with 20 CFR 678.500 (a); and

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCF and CCSB agree as follows: premises and the mutual covenants herein contained, the parties hereto agree as follows:

## **1. PARTIES**

The Parties to this MOU are CSNCFL and CCSB. 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 Senior Community Service Employment Program services through the CSNCF One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the cross 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 manner.
- E. Support the infrastructure and operating costs of the CSNCF One-Stop Career Centers when applicable.

## **3. VISION**

### **A. VISION**

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 CCSB 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.

#### **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. 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 CCSB will make their program services accessible through 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, or 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 separate Infrastructure Funding Agreement.
- g. CCSB agrees to ensure the regular presence of program staff in person or virtually with staff being present as mutually agreed upon by both parties. The purpose of this presence is to support program implementation, engage with participants, and maintain effective communication with personnel. Scheduling of visits may be coordinated in advance to accommodate site needs and operational considerations.

**C. Coordinating Services**

CSNCFL and CCSB 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 improve 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, workshoprooms, workshops and interview areas can accommodate individuals with disabilities.
  - iv. The OSDS agrees to satisfy the requirements of 34CFR 361.505 and 34CFR 361.720.

**D. Cross Referral**

CSNCFL and CCSB 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. One-Stop Career Center Hours of Operation**

CSNCF shall maintain and operate at least one comprehensive one-stop career center within the local development area that shall be open to the public from 8:00 am to 5:00 pm, Monday through Friday, excluding holidays and emergency closings. Hours of operation may be changed by the Reg'n 26 governing boards.

**F. Information Sharing**

- a. The parties agree to exchange legally sufficient releases of information to be able to share information on mutual customers.
- b. The parties agree that participant/students will be requested to execute Family Educational Rights and Privacy Act (FERPA) 20 USC § 1232g authorization releases so that they can receive the support they need to be successful is executed for students before sharing student education records
- c. The parties agree to comply with confidentiality rules applicable to each other's programs and those of the other partners.
- d. The parties agree to comply with disclosure requirements applicable to its mutual clients, safeguarding participant records as appropriate, sharing aggregate information about common customers as may be requested by either party to this MOU.

**G. Accessibility**

CSNCFL and CCSB 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 1st, 2025. and shall remain in full force and effect until June 30th, 2028, unless the MOU is terminated by either Party in accordance with Section 8 below 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 Parties agree to review this MOU annually and to modify the MOU to reflect any changes if necessary and at a minimum to renew this MOU, not less than once every 3-years.
  - i. 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 as needed.
    - 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. TERMINATION**

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 NOTICE to the other Party.
- B. In the event of termination during the period covered by this MOU the parties shall renegotiate mutually acceptable replacement MOU.

## **8. NOTICE**

- A. All notices required to be given to CSNCF shall be sufficient when hand delivered or mailed to CSNCF at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCF Chief Executive Officer.
- B. All notices required to be given to CCSB shall be sufficient when hand delivered or mailed to the Columbia County School Board at its office located at 372 West Duval Street, Lake City, Florida 32055, and addressed to the Superintendent of Schools.
- C. All notices shall be in writing, which may include email.

## **9. NON-DISCRIMINATION**

- A. The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

- 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.

## **10. GRIEVANCE AND COMPLAINTS**

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

## **11. DISPUTE RESOLUTION**

- A. The Parties agree to try to resolve disputes at the lowest level, starting with the site supervisors and staff.
- B. If issues cannot be resolved at the lowest level, they shall be referred to the management staff of the Parties for discussion and resolution.
- C. In the event the Parties are unable to resolve their differences and reach a consensus the differences shall be reported to the Parties' governing boards for their intervention. If all efforts fail the Parties shall report the failure to reach agreement to the Governor. If the lack of agreement is with respect to the Infrastructure Agreement the Governor may invoke the State Funding Mechanism.

## **12. COMMUNICATIONS**

- A. CSNCFL and CCSB 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 CSNCF 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.
- C. CSNCFL and CCSB agree not to use each other's trademarks, trade names, service marks, names, brands, domain names, URLs, logos, service marks or intellectual property in any manner without prior written consent from the other Party.

## **13. INDEMNIFICATION**

CCSB agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent of CCSB as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this MOU. Each party to the MOU agrees to indemnify itself to the extent permitted by law and shall hold the other party harmless, and neither party shall be responsible to the other party for actions of its officers, agents, servants, and employees with respect to any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by a negligent act or omission of either party, its employees, servants, or officers, or accruing, resulting from, or related to the subject matter of this MOU including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The Parties agree to maintain such insurance as is appropriate to its own organization. Each Party agrees to conduct itself in accordance with the tenets of good faith in the execution of their responsibilities.

#### **14. ASSUMPTION OF RISK AND INSURANCE**

- A. CSNCFL and CCSB assume any and all risks with respect to the willful or negligent acts or omissions of itself or its own representatives, directors, employees, agents, and volunteers relating to or arising under this MOU. Nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
- B. CSNCFL and CCSB agree to maintain such insurance as is appropriate to its own organization.
- C. CSNCFL and CCSB agree to conduct itself in accordance with the tenets of good faith in the execution of its responsibilities.

#### **15. 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.

#### **16. PUBLIC RECORDS**

- A. The Parties are subject to the Florida Statutes, Chapter 119, Public Records Act
- B. Public records shall be provided to any person requesting such records.
- C. Upon request the custodian of public records for the appropriate Party shall provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Statutes. The custodian of the records shall:
  - i. Ensure that public records which are exempt from public records disclosure requirements are not disclosed.
  - ii. Upon termination of this MOU, each Party shall keep and maintain public records in accordance with Florida Statutes Chapter 119.
  - iii. Records includes electronic records which shall be provided upon request in a format that is compatible with the information technology systems of the requesting Party or shall be printed out if not compatible.
- D. If any individual, entity or corporation has questions regarding the application of Chapter 119, Florida Statutes to provide public records relating to this contract, they shall contact the Custodian of Publics Records at (352) 955-2245.

#### **17. ASSIGNMENT**

Neither Party may assign or transfer any of its rights, duties or obligations under this MOU, in whole or in part, without the prior written consent of the other Party. This MOU shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

## **18. 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.

Additionally, the duly authorized agent of the recipient (CSNCF) agrees to satisfy the requirements of 34 CFR §361.505 and 34 CFR §361.720.

## **19. GOVERNING LAW**

This MOU shall be governed and construed in accordance with the laws of the State of Florida.

## **20. ENTIRE AGREEMENT**

This MOU and its accompanying exhibit(s) set forth the entire agreement between the Parties and supersedes all prior agreements, oral or written, and all other communications between the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this MOU.

## **21. SIGNATURE IN COUNTERPARTS**

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

## **22. ACCEPTANCE OF ELECTRONIC SIGNATURES**

- A. The Parties agree that an electronic version of this MOU 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 MOU by facsimile or a scanned version in "portable document format ("pdf"), or by other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing an original signature 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 an unauthorized individual.
- 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.

### **23. SIGNATURE AUTHORITY**

Each signatory to this MOU represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

**[Remainder of this Page is Intentionally Left Blank]**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: the Columbia County School Board through its Superintendent of Schools 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: Columbia County School Board

Witnessed by:

Rachel Umstead  
Chair

By: Keith Couey  
(Signature)

Print Name: Keith Couey

Title: Superintendent

Date: 8/12/25

AS TO: CareerSource North Central Florida

Witnessed by:

Laura L...  
Jessie McCa...

By: Phyllis Marty  
(Signature)

Print Name: Phyllis Marty

Title: CEO

Date: 8/12/25