

MEMORANDUM OF UNDERSTANDING

BETWEEN

CAREERSOURCE OKALOOSA WALTON AND NORTHWEST FLORIDA STATE COLLEGE

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into between Northwest Florida State College (NWFSC), hereinafter referred to as NWFSC and **CareerSource Okaloosa Walton (CSOW)**, hereinafter referred to as CSOW.

II. PURPOSE

The Act 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 the Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSOW and NWFSC; 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" delivery system.

This MOU is also intended to coordinate resources and to prevent duplication of services and ensure the effective and efficient delivery of workforce services in Okaloosa and Walton Counties. In addition, this MOU will establish joint processes and procedures that will enable NWFSC 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 to citizens, including persons with disabilities, within Okaloosa and Walton Counties.

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. CSOW has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent for WIOA.
- B. CSOW agrees to perform the following functions under this MOU:
 - 1. Review this MOU annually and solicit feedback from NWFSC regarding improvements, changes, and/or additions.

2. Coordinate with NWFSC to provide access to workforce services and programs through the one-stop delivery 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 Act and related legislation for: the 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 programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.
3. CSOW will have a designated staff member stationed on the Northwest Florida State College Niceville campus to provide “career services” to the college students and community as funding allows. CSOW services may include initial intake, assessment of needs, appraisal of basic skills, referrals to other one-stop partners, and business services. CSOW will establish an operating schedule agreed to by both entities.
4. Coordinate with NWFSC 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 delivery system.
5. Maintain the statewide “CSOW” branding of each career center.
6. CSOW will 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 8:00 a.m. until 4:00 p.m., Monday through Friday (excluding recognized holidays and emergency situations).
7. Provide training to the other partners in an effort for all partners in the one-stop delivery system to understand each partner organization, their services, and their goals.
8. Share Labor Market Information (LMI) and employer/customer data such as performance outcomes to the extent allowed by law.
9. Commit to unified, collaborative marketing strategy that will effectively inform job seekers, training and education seekers, employers and the community at large about the services available through the one-stop system in Okaloosa and Walton counties.
10. Provide an area for NWFSC’s meetings and/or co-location as space and funding permits.
11. Model CSOW Florida’s core values and maintain a professional working environment.
12. Abide by all applicable CareerSource Florida’s policies, rules, and procedures; and applicable Florida statutes and rules.

C. **NWFSC** agrees to perform the following functions under this MOU:

1. Coordinate with CSOW to provide access to its workforce services and programs through the one-stop delivery 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. These services include but are not limited to WIOA Title II, Adult Education and Family Literacy programs.
2. Coordinate with CSOW 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 delivery system.
3. Agree to provide the following office needs: Cubicle space, chair, applicable computer/hardware and software, telephone access, utilities, server/internet connectivity and maintenance and other general office usage needs for the designated CSOW staff member stationed at the Northwest Florida State College Niceville campus.
4. Provide CSOW with outcome numbers for performance data tracking, as made available through Florida Education and Training Performance Information Program (FETPIP) and other available and reliable sources.
5. Provide feedback to CSOW management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in career center periodic meetings to provide updates on NWFSC's programs and procedures to CSOW staff.

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. INFRASTRUCTURE FUNDING AGREEMENTS (IFA)

Costs of the infrastructure of One-Stop centers will be implemented during Program Year 2017-2018. Prior to implementation, this MOU will be modified to comply with the new guidance.

VII. TERM

The Term of this MOU shall commence on the date signed by both parties and will remain in effect until June 30, 2019, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once each Program Year 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.

VIII. AMENDMENTS AND MODIFICATIONS

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.

IX. 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.

X. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XI. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSOW. Pursuant to the Act, CSOW shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this MOU will be resolved in accordance with CSOW's Grievance/Complaint and Hearing/Appeal Procedures.

XII. DISPUTE RESOLUTION

If an issue arises involving this MOU, 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 NWFSC, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of CSOW and the designated NWFSC's representative. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the Executive Director of CSOW and to the NWFSC or impose other remedies to resolve the issue.

XIII. SIGNATURES

IN WITNESS WHEREOF, NWFSC and CSOW have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY:
CareerSource Okaloosa Walton
 By: Michele Burns
 Name: Michele Burns
 Title: Executive Director
 Date: 4/19/17

APPROVED BY PARTNER:
Northwest Florida State College
 By: Randall White
 Name: Randall White
 Title: VP, Admin Svcs
 Date: 4/20/17