

One-stop Delivery System Partnership Agreement

between

**NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CareerSource North Florida**

and

Suwannee County District Schools – Adult and Community Education

1. Parties to Agreement

The parties represented in this Partnership Agreement (Agreement) are local workforce board, North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) and local required one-stop partner, Suwannee County District Schools – Adult and Community Education (SCSD-AE) which are collectively referred to as the Parties.

2. Purpose of Agreement

Pursuant to the Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)], and in accordance with the US Departments of Labor and Education Notifications of Proposed Rulemaking (NPRM) at 20CFR parts 676, 677 and 678 and at 34CFR parts 361 and 463, local workforce boards are required to discuss and negotiate a memorandum of understanding (Agreement) relating to the operation of the one-stop delivery system with required one-stop partners to include how the costs of the services and the operating costs of the system will be funded.

As a result of the above CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE enter in to this Agreement to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners. The coordination of services between each party requires the managed flow of information between each other to ensure that policy, procedure, service delivery and resources are provided in a manner that maximizes the likelihood of positive outcomes for their customers.

3. Agreement Period

The Parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this MOU shall become effective July 1, 2019 with an expiration date of June 30, 2021. Either party wishing to withdraw from this agreement shall provide a 30-day written notice of termination to the other party.

Notwithstanding the above, this Agreement may be modified at any time by mutual written consent of both Parties.

**4. Provision of Services
General Responsibilities**

- 4.1. CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE will each provide to the other, written procedures that outline their respective referral process. The parties each agree to collaborate in the review of these processes and procedures to ensure compliance with all applicable laws and regulations and facilitate a smooth and seamless workflow.
- 4.2. CSNFCC and SCSD-AE will each cross promote their respective programs within their organizations as well as externally in the community using a variety of media outreach.
- 4.3. CSNFCC and SCSD-AE will collaborate with each other on grant funding opportunities and sector strategies as appropriate.
- 4.4. CSNFCC and SCSD-AE will each offer an annual in-service workshop(s) for faculty and staff to educate each other about services available through their respective programs.

**5. Provision of Services
CareerSource North Florida**

CSNF, through the CareerSource North Florida Career Centers (CSNFCC) will perform the following functions:

- 5.1. Through its Training/Business Roundtable, and the Career Pathways Consortium, assist with planning and facilitation of meetings between the Parties.
- 5.2. Coordinate with SCSD-AE to provide access to workforce services and programs to ensure the needs of career seekers and adult learners are met.
 - 5.2.1. Assist eligible SCSD-AE career seekers and adult learners with Employ Florida Marketplace (EFM) registration.
 - 5.2.2. Adult learners are individuals that are:
 - 5.2.2.1. 16 years of age or older.
 - 5.2.2.2. Are not enrolled or required to be enrolled in secondary school.
 - 5.2.3. Provide career guidance and employment assistance as appropriate for WIOA enrolled learners.
 - 5.2.4. Facilitate essential work skills training for WIOA enrolled learners.
 - 5.2.5. Assist with attainment of industry recognized certifications for WIOA enrolled learners.
 - 5.2.6. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.

5.2.6.1. All adult learners will sign joint release of information consent forms.

5.3. As needed and mutually agreed to, provide non-exclusive office space, meeting area, services and training venues to SCSD-AE staff, as space permits, that include the following:

- Office Space Lease
- Electricity
- Water/Sewer/Trash
- Janitorial Services
- Property and Liability Insurance
- Facility Maintenance
- Reception Staff Services
- IT Technical Support
- Telephone Service
- Telecommunication services
- Computer Equipment Usage
- Copier/Printer/Fax Usage
- Computer Software and Supplies

5.4. To facilitate and maintain collaboration, cooperation and ongoing communication with CSNF and the Career Centers' General Manager, the CSNFCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, SCSD-AE has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.

5.4.1. SCSD-AE faculty and staff shall adhere to the CSNFCC dress code and require the same of their customers.

5.4.1.1. Customers will also be required to adhere to child-friendly hours.

5.4.2. SCSD-AE staff shall communicate any changes to their regular work schedule with the CSNFCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.

5.4.2.1. SCSD-AE is responsible for notifying scheduled customers of the changes.

6. Provision of Services
Suwannee County District Schools – Adult and Community Education

SCSD-AE will perform the following functions:

- 6.1. Coordinate with CSNF to provide access to Adult Education services and programs to ensure the needs of career seekers and adult learners are met.
- 6.2. Assist with screening and eligibility determination for workforce services to include, but not limited to, TABE testing as needed or requested for WIOA participants.
 - 6.2.1. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.
 - 6.2.1.1. All adult learners will sign joint release of information consent forms.
- 6.3. Assist CSNFCC staff in obtaining credentials, academic progress, and other documentation of career seekers and adult learners as required.
- 6.4. Assist with the attainment of recognized certifications by conducting the following training programs at CSNF Career Centers, or other acceptable locations, pursuant to a mutually agreed to schedule:
 - 6.4.1. GED preparation and testing
 - 6.4.2. English for Speakers of Other Languages (ESOL)
 - 6.4.3. CTE programs as available and appropriate

7. Confidentiality

CSNFCC and SCSD-AE and their respective employees, volunteers, contractors, subcontractors or partners providing services pursuant to this MOU agree to maintain the confidentiality of any and all information regarding career seekers, adult learners or their immediate families that by law are not subject to public disclosure under Article 1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.

The Parties shall abide by all present and future state and federal laws and regulations including CareerSource Florida, Department of Economic Opportunity (DEO) and Florida Department of Education (FDE) policies and procedures pertaining to workforce and adult education programs and grants, privacy requirements and data confidentiality; and data security measures imposed by their respective governing agencies. All SCSD-AE employees, volunteers, contractors, subcontractors or partners granted access to CSNFCC electronic data systems pursuant to this Agreement shall sign confidentiality access agreements required by CSNF for systems access privileges.

8. Dispute Resolution

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction

and venue of the Circuit Court of Suwannee County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

9. Funding of One-stop Center Infrastructure and Services Costs

As stated above, WIOA and USDOL and DOE NPRM's require the operation of the one-stop delivery system with required one-stop partners to address how the costs of the services and the operating costs of the one-stop delivery system will be funded.

As a result of the above the Parties will establish a separate contract agreement for SCSD's share of infrastructure costs related to provision of AE services if such is needed.

10. Notices and Communications

All notices related to contractual obligations required herein, shall be considered *received* when delivered to:

For CareerSource North Florida:

Diane Head, Executive Director
CareerSource North Florida
705 E. Base St.
Madison, FL 32340
850.973.1807
Diane.head@careersourcenorthflorida.com

For Suwannee County District Schools – Adult and Community Education:

Ted Roush, Superintendent of Schools
702 2nd Street, NW
Live Oak, FL 32064
386.647.4600
superintendent@suwannee.k12.fl.us

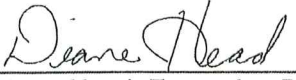
In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address, email address, and phone number of the new representative shall be rendered in writing to the other party.

11. Signature

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

By signing below the following persons attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document.

North Florida Workforce Development Board, Inc.
d/b/a CareerSource North Florida

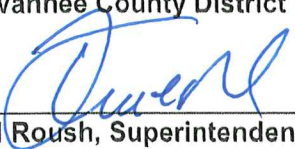


Diane Head, Executive Director

6/25/19

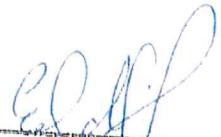
Date

Suwannee County District Schools – Adult and Community Education



Ted Roush, Superintendent

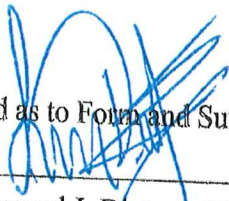
Date JUL 23 2019



Chairperson, Suwannee County School Board

JUL 23 2019

"Approved as to Form and Sufficiency

BY 

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"