

**Memorandum of Understanding  
for the Workforce Innovation and Opportunity Act (WIOA)  
One-Stop Career Center System  
Partners of the American Job Center Network**

This Memorandum of Understanding (MOU) is made by and between CareerSource Southwest, Florida, LWDB-24 and the School Board of Monroe County, Florida (collectively, the "Parties") on this 20<sup>th</sup> day of August 2024, pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU will be in effect from July 1, 2024, through June 30, 2026, unless earlier terminated or extended by the Parties in accordance with the terms of this MOU.

Local Workforce Development Board (LWDB): **CareerSource Southwest Florida, LWDB-24**  
Chief Elected Official (CEO) Name, Title: **Mayor Holly Merrill Raschein**

**Required Partners with Programs Available in LWDB-24**

Partner Name	Required Program	Program Authority
CareerSource Southwest Florida	WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs.	WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law).
School Board of Monroe County, Florida	Adult Education and Family Literacy Act (AEFLA) programs	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II
School Board of Monroe County, Florida	Career and Technical Education programs - post-secondary level	Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV), (20 U.S.C. 2301 et seq.)

**Purpose**

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Southwest Florida and the Partners 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 agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Monroe County. In addition, this agreement will establish joint processes and procedures that will enable the Partners 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 persons within Monroe County.

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. The Southwest Florida Workforce Development Board, Inc., dba CareerSource Southwest Florida has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent. All Local Workforce Development Boards (LWDBs) are required to establish and operate local service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas. WIOA Section 134(c) lists the services and activities

that must be provided through the delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the delivery system in each local area and requires the LWDBs to describe the activities and functions of the service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

### **Partner Responsibilities**

- A. WIOA Section 121 (b) lists the minimum responsibilities of all required Partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program.
1. Make career services provided under the Partner's existing program(s) available to individuals through the area's delivery system in accordance with this MOU.
  2. Participate in infrastructure cost-sharing activities as described in this MOU and use a portion of funds made available to each partner's program, to the extent not inconsistent with the federal law that authorizes each partner program to:
    - a. create and maintain the delivery system; and
    - b. provide career services per WIOA Section 134(c)(2).
  3. Remain as a party to this MOU throughout the Agreement period in order to participate as a partner per WIOA Section 121(c).
  4. Participate in the operation of the system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
  5. Required Partners may be asked to provide representation on the area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CEO. However, when a program is administered by more than one entity in the area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
  6. Coordinate 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 available through the One-Stop system.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A, Partner responsibilities include:
1. Providing priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to Parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB of any

changes to the rules governing its respective program that impact the partner's performance under this MOU. LWDB will communicate the changes to the operators and any other affected partners.

3. Each partner ensuring compliance by its staff members who work in the One-Stop center with CareerSource Southwest Florida policies and procedures. Should a conflict exist between the CareerSource Southwest Florida personnel policies and a partner's personnel policies, the partner's policies will prevail.
4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all Parties in the performance of One-Stop center services and activities and functions that support the service delivery system.

### **Programs, Services, & Activities**

- A. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the area's service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all Parties' responsibilities are clearly identified herein.
- B. The One-Stop Services hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.

#### **Career Services offered include:**

1. WIOA Adult, Dislocated Worker, and Youth
2. Temporary Assistance for Needy Families (TANF)
3. Supplemental Nutrition Assistance Program (SNAP)
4. Employment services authorized under the Wagner-Peyser Act
5. Senior Community Service Employment Program (SCSEP)
6. Ticket to Work
7. Jobs for Veterans State Grants (JVSG) - LVER & DVOP

#### **Training Services offered include:**

1. Adult Education and Family Literacy
2. Career and technical education programs at the post-secondary level
3. Community Services Block Grant (CSBG) employment and training activities
4. Trade Adjustment Assistance (TAA) activities

#### **Employer Services offered include:**

1. Business Services
2. Recruitment assistance for employers

### **Cost Sharing Activities**

The Parties agree that this MOU is not intended to be a contract for provisions of services by one Party to the other; but rather a statement of mutual cooperation by the Parties in their independent operation of

established and existing programs. Accordingly, Partner shall not be required to provide One-Stop Services pursuant to this MOU to the extent that Partner would incur costs in the course of providing such services that exceed the maximum value of any grant or funding received by Partner for the provision of One-Stop Services. Partner may incur program costs in excess of the amounts stated herein only upon mutual written amendment to this MOU.

### **Method of Referral**

Pursuant to WIOA Section 121(c)(2)(A)(iii), the Parties agree that the referral of individuals between the One-Stop Partners for the services and activities described will be performed using the following methods:

- Referrals will be routinely made between programs and organizations in cases where customers served initially by one organization are deemed to be able to benefit from services provided by another organization and/or the natural continuum of service is adult education leading to postsecondary career and technical education to work readiness and ultimately employment.
- Referrals between partners for services and programs will be made in person, by telephone, through written communications (fax, e-mail and paper referrals), or electronically through Internet systems or other connections. Some programs will use state or locally-created forms. Partners will continue to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.

Internal cross-referral procedures continue to be developed and reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to customers of the One-Stop system.

### **Termination/Separation**

**A. MOU Termination:** This MOU will remain in effect until the end date specified unless:

1. All Parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that operations cannot continue as specified herein and a new MOU must be negotiated.
3. Upon written notice by Partner within 30 days of the start of each fiscal year that insufficient funds will be allocated in the upcoming annual budget to continue operation of programs covered under this MOU.
4. WIOA regulations or statute is repealed.
5. Local area designations are changed.

**B. Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU. The termination of one or more partner's participation

as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial (50%) that it necessitates the negotiation of a new MOU.

- C. Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the system and will not be permitted to serve on the LWDB as a partner representative.
- D. Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

### **Amendments**

This MOU may not be changed, waived, discharged or terminated orally but only by an instrument in writing signed by each of the Parties in this agreement.

### **Confidentiality**

All Parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the service delivery system. Parties shall not be liable for disclosure of confidential information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

The LWDB is expressly prohibited from disclosing student information to any third-party for a commercial purpose without the signed written consent of both Partner, and the affected student or their parent/legal guardian. Notwithstanding any other provision herein, violation of this provision by LWDB shall result in the immediate termination of this MOU.

The Parties agree to immediately notify each other upon discovery of any breach of the confidentiality of any student information, and to fully cooperate to resolve any privacy investigation(s) or concerns in a timely manner. Further, LWDB shall fully indemnify and hold harmless Partner, and its officers and employees for any violation of this section, including but not limited to the cost of defending Partner against any complaint, administrative or judicial proceedings, and payment of any and all costs, damages, judgments, and attorneys' fees incurred by or imposed upon Partner as a result of the LWDB's breach of this subsection. This section shall survive the termination or expiration of this MOU.

### **Impasse - Dispute Resolution**

If an issue arises involving this MOU, Parties will make every effort to reach a resolution in a timely and efficient manner. Any party 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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Southwest Florida (CSSWF) and the Director of the partner agency. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the 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 President/CEO of CSSWF and to the Director of the partner agency or impose other remedies to resolve the issue.

### **Venue & Governing Law**

This MOU shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any and all disputes not resolved through the Dispute Resolution process described herein shall be the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida, or the United States District Court for the Southern District of Florida, as applicable under prevailing law. **By entering into this MOU, the Parties expressly waive any right they may have to a trial by jury for any civil litigation arising from or in any way related to this MOU.**

### **Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party. Nothing in this Agreement shall be deemed a waiver of a Party's sovereign immunity pursuant to Florida Statute 768.28, as applicable.

### **General Provisions**

The laws and regulations listed in this section are generally applicable to most publicly-funded programs administered by the DEO. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Parties in their respective roles under this MOU. All Parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. Jobs for Veterans Act.** To the extent permitted by law, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 4215 and its implementing regulations.
- B. Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act.** If any activities call for services to minors, each Party agrees to comply with the Pro-Children Act of 1994, 20 USC 7183 and its implementing regulations, that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

- D. Drug-Free Workplace.** Each Party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94, 41 USC 702 et seq, 2 CFR Part 182 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with laws.
- F. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements regarding Non-Discrimination and Equal Opportunity; Lobbying; Debarment and Suspension; Buy American Provision; Salary Compensation and Bonus Limitation; and Non-Assignment of the MOU.**

#### **Partial Invalidity**

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of Florida. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the Parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

## MEMORANDUM OF UNDERSTANDING

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 24


### One-Stop Career Center System Partners of the American Job Center Network

#### Signature Page

The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR §361.505 and 34CFR §361.720.


*By signing below, all parties mutually agree to the terms prescribed herein.*

**Mayor Holly Merrill Raschein**  
Monroe County  
Chief Elected Official

  
Signature

9/24/24  
Date

**Theresa Axford, Superintendent**  
Monroe County Schools  
Adult Education and Family Literacy Act (AEFLA)  
Career & Technical Education (CTE)

  
Signature

10/17/2024  
Date

**Michael Biskie, Chair**  
CareerSource Southwest Florida Board

  
Signature

9/24/24  
Date