

**PASCO HERNANDO ONE STOP DELIVERY SYSTEM
MEMORANDUM OF UNDERSTANDING
BETWEEN
PASCO-HERNANDO WORKFORCE BOARD, INC.
AND
THE HERNANDO COUNTY SCHOOL BOARD**

This Memorandum of Understanding is entered into this 1st day of July, 2020, between Pasco- Hernando Workforce Board, Inc. (PHWB), and Hernando County School Board (HCSB). The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

INTRODUCTION: Various agencies provide specific and diverse employment and training services from varying locations in Pasco and Hernando Counties, Florida. To better serve customers and help individuals and families benefit from such services, local area agencies and organizations deem it appropriate to agree and cooperate with each other for the establishment and operation of the Pasco Hernando One Stop Delivery System.

It is believed the Pasco Hernando One Stop Delivery System will provide for the integrated delivery of employment and training services to our customers in Pasco and Hernando Counties, and will assist community members with labor market information, extensive job linkages, technology broadening services and resources, easier access to training, and quality assurances for the universal customer.

It is our hope the community will view the One Stop Delivery Centers as a single organization. While One Stop Center staff is from different agencies and organizations, we will all work together to serve the universal customer. It is important staff consistently demonstrate friendly and courteous attitudes and work together as a team. The customer is our number one priority. Meeting or exceeding customer needs and our performance objectives is our livelihood, purpose and reason for being a part of the One Stop Delivery System.

PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Understanding (MOU) is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(II) and the Workforce Innovation and Opportunity Act of 2014, and is hereby entered into by and between the Pasco-Hernando Workforce Board, Inc. (PHWB) and the Hernando County School Board (HCSB) of 919 North Broad Street, Brooksville, FL. 34601

PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies and organizations will participate and contribute to the establishment and operation of the Pasco Hernando One Stop Delivery System. In addition, this agreement will establish joint processes and procedures that will integrate the current service delivery system, resulting in a seamless and a comprehensive array of education, human service, job training, and other workforce development services. This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pasco and Hernando counties.

CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Pasco Hernando One Stop Delivery System agencies and organizations is permitted; however, information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information if that is required, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form, if that is required and a detailed record of all information exchanges shall

be maintained in the client/customer file.

PHWB GRIEVANCE PROCEDURES: Attachment B provides an updated PHWB Grievance Procedures applicable to all WTP, WP and WIOA participants, subcontractors, employers and interested persons or their representatives. Parties to this agreement must ensure all staff assigned to the Pasco Hernando One Stop Centers read and sign a copy of Attachment B. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with staff member's original signatures are delivered to the PHWB Equal Opportunity Officer for file.

AMENDMENTS/CANCELLATION: Amendments to this MOU will be approved by the CEO and the partner organization(s). Federal and state laws and regulations require that an MOU exist between the Regional Workforce Development Board and an agency/organization providing services at One Stop Centers. Federal and state laws and regulations further mandate that certain agencies/organizations participate in One Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Pasco Hernando One Stop Delivery System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to higher authorities at local, state and/or federal levels. A jointly signed cover letter will be attached to that correspondence.

ARTICLE 1 Effective Terms

The agencies agree that this Memorandum of Agreement shall continue in effect until modified or revoked, in writing by mutual agreement of the aforementioned parties.

ARTICLE II Termination

The agencies agree this Memorandum of Agreement may be terminated by either party by written notice to the other party of such intent to terminate. The parties agree that thirty (30) days written notice will be given prior to termination.

ARTICLE III Scope of Services

- A. Career Source Pasco Hernando agrees to provide the following
1. Refer students to GED, postsecondary, ABE and/or ESOL program
 2. Provide informational documentation, such as fliers and program information
 3. Provide employment placement assistance if the student meets the financial criteria, attendance and provides the required documentation
 4. Resume writing, interviewing and career preparation services in schools in coordination with the teachers as part of the curriculum
 5. Coordinate tours and educational guest speakers from post-secondary schools in order to assist students in knowing their options after graduation
 6. Coordinate activities that provide students with direct exposure to the local workforce i.e., guest speakers in schools, industry tours and career fair events
 7. Assist students with job placement services based on areas of study and needs of businesses in our community
 8. Active member of advisory boards for various academies throughout both districts
 9. Provide access to the DEO data base to one member of the Adult Education office to better track employment performance metrics

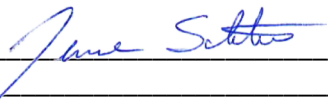
- B. The Hernando County School Board agrees to provide the following:
1. Hernando Adult Education Program refers students to CareerSource Pasco Hernando for needed services.
 2. Accept and process customers/students referred by other Pasco Hernando One Stop System agencies/organizations to determine their eligibility for Adult Basic Education/GED, Title 1 Literacy and Career and Technical education services.
 3. List job openings through Career Source Pasco Hernando. Refer customers demonstrating interests in and possibly eligible for agency/organization program services, as appropriate. Ensure all outreach efforts that include a reference to CareerSource Pasco Hernando or the PHWB receive prior approval from appropriate marketing staff.
 4. Ensure HCSB staff attend, participate in and contribute to Pasco Hernando One Stop system cross training activities designed to increase partner awareness of services available.
 5. Participate in the development and implementation of other One Stop Center procedures, policies, reports customer surveys and operational agreements. Ensure employment placement information generated by HCSB is entered into state and local data collections systems. Actively participate in the development and maintenance of organizational reports that reflect the nature of HCSB's operations.
 6. The Hernando Adult Education Program agrees to maintain a presence within the local CareerSource Pasco Hernando office in order to better assist students at least once per month.
 7. Distribute the information provided by CareerSource Pasco Hernando to our students.
 8. Inform CareerSource Pasco Hernando of student's attendance and progress.
 9. Provide wages and fringe benefits for all HCSB staff assigned to positions within the Pasco Hernando One Stop.
 10. Fund all HCSB supplies and resource materials related to the delivery of HCSB services.
 11. Pay the HCSB portion of costs for office spaces and common area usage as agreed to by the HCSB, the PHWB and the One Stop operator.

Approved as to Form

IN WITNESS WHEREOF, the parties here have executed this agreement.

Nancy McClain Alfonso

General Counsel, HCSB



Jerome Salatino President/CEO
Pasco Hernando Workforce Board, Inc.

Susan Duval
School Board Chair
Hernando County School Board

04/30/2020

Date

Date

Attachment B

Pasco-Hernando Workforce Board, Inc. Grievance Procedure

PURPOSE:

To comply with the Workforce Innovation and Opportunity Act Code of Federal Regulations (CFR), 20 CFR Section 683.600, which requires that the Pasco-Hernando Workforce Board, Inc. (PHWB) establish and maintain hearing and appeal procedures for handling program related grievances/complaints, except for grievances related to Job Corps. (Job Corps complaint/grievance requirements can be found at 20 CFR Section 686.1050.) WIOA regulations, 20 CFR 683.600 defines the requirements for both the local and State grievance/appeal procedures.

Additionally, certain actions taken by the Governor, State Board or United States Department of Labor (USDOL) against the Board may be appealed.

SCOPE:

Under WIOA, a grievance/complaint can be filed by One-Stop Center partners, One-Stop Center operators, service and training providers, participants, contractors, and others receiving WIOA funds or participating in WIOA activities who have been adversely affected by the local WIOA programs or decisions. The majority of complaints/grievances will be handled at the local level using the procedures herein.

This policy applies whenever the PHWB's sub-recipients, subcontractors, WIOA or Welfare Transition Program participants, other interested person, or their representative files a non-criminal, nondiscrimination, or displacement grievance; or requests a review against or with the recipient (PHWB) alleging a violation of the WIOA, Trade Adjustment Assistance ACT (TAA), Welfare Transition Program, Temporary Assistance for Needy Families (TANF) Law, Division policies, grants, or other agreements.

The policy also includes procedures for the resolution of grievances arising from the recipient's (PHWB's) actions with respect to investigations or monitoring reports. If violations are substantiated against the local Board, the Regional and State Workforce Development Board Grievance/Complaint Hearing and Appeal Procedures may also apply PDI WDCP 00-004.

POLICY:

The PHWB, sub-recipients, employers, contractors, grantees, and other affected parties that receive funds under the WIOA, Supplemental Nutrition Assistance Program (SNAP), or Welfare Transition Programs, or as part of a program or contractual agreement, must maintain grievance hearing and appeal procedures.

This policy shall be made available to all interested parties, and participants shall be notified of their rights prior to services being rendered by the Board's One-Stop Center Career Staff via the form entitled Certification of Understanding, Pasco- Hernando Workforce Board, Inc. Participant Grievance/Complaint Hearing and Appeal Procedures found at the end of this grievance procedure. A copy of this form will be discussed with the participant, staff and participant will sign the form, and the form with original signature will be retained in the participant's file.

Until further notice, records will be retained in accordance with the requirements of the WIOA Act and 2 CFR 200.333 - RETENTION REQUIREMENTS FOR RECORDS

MOU EFFECTIVE PERIOD: The MOU becomes effective on July 1, 2020 or the date signed by both parties, and will remain in effect through midnight, June 30, 2023.

NON-CRIMINAL, NON-DISCRIMINATION GRIEVANCE/COMPLAINT HEARING/APPEAL PROCESS:

The PHWB, hereafter referred to as the Board, sets the following procedures for processing non-criminal and displacement grievances. The Board first advocates problems be resolved between the conflicting parties, i.e. participants work with their case managers for resolution.

When resolutions cannot be reached to the claimant's satisfaction, within 120 calendar days following the alleged violation or adverse action, a request for a hearing may be made by writing a letter about the grievance/complaint to Hearings Officer, Pasco-Hernando Workforce Board, Inc. P.O. Box 6589, Spring Hill, FL 34611. The letter must have 'Request For Hearing' at the top of the page, cannot exceed 5 pages (not including exhibits and attachments), must include the claimant's mailing address and be sent by certified mail, return receipt. The Board's Hearing Officer will conduct a thorough review of all the facts and attempt to settle the grievance with the claimant. If a settlement cannot be reached, then the Hearing Officer will send a hearing notice to the claimant, by *certified, return receipt mail at least 10 calendar days prior to the hearing.

The hearing notice should advise the claimant of the following:

- The date, time, and place of the hearing;
- The pertinent sections of the WIOA and any federal regulations involved;
- Affected parties may present witnesses or documentary evidence at the hearing;
- Affected parties may be represented at the hearing by an attorney or other representative;
- and
- The parties will receive the decision within 30 calendar days after the hearing is completed (all of which will be completed within a required 60 day timeframe).

*Failure to accept the certified mailing may constitute a waiver of the right of notice and the Hearing Officer shall then serve the copy by regular mail, *(in this case, the time for taking further action shall begin to run 5 calendar days from the postmark date of the letter)*.

If the claimant receives an adverse decision, s/he may file an appeal within 120 calendar days of the alleged violation or adverse action to: Department of Economic Opportunity, ATTN: Director, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4120. The appeal should be in the same format as previously described for local filing and if applicable, include any written decision made by the local Hearing Officer. The State Administrative Entity will attempt to resolve the grievance informally, however, if it is determined that the claimant needs a State level hearing, then s/he and the local Hearing Officer will be sent a notice of the hearing by certified mail, return receipt, at least 10 calendar days prior to the hearing. The notice will include the date, time, and place of the hearing; the pertinent sections of the Workforce Innovation and Opportunity Act and any federal regulations involved; notification that parties may present witnesses or documentary evidence at the hearing and both may be represented at the hearing by an attorney or other representative; and that both parties will receive a copy of the hearing officer's decision within 30 calendar days after the hearing is completed. (State level hearings are scheduled and completed within the required 60 calendar days of the official filing of the grievance/complaint.

*If the claimant has a disability needing special accommodations, s/he needs to call the State Administrative Entity WIOA program administrator at (850) 487-2380 at least 5 working days prior to the hearing and tell them what special accommodations are needed in order for the claimant to participate in the hearing/appeal.

Under WIOA regulations, 20 CFR Section 683.600, if the State has not reached a decision on the claimant's appeal within the required 60 calendar days, then s/he may file an appeal, certified mail, return receipt, no later than 120 calendar days from the date that the grievance was filed at the state level to: Secretary of the U.S. Department of Labor, Attention: Assistant Secretary Employment and Training Administration, S2307, Washington, D.C. 20210. A copy of the appeal must be simultaneously provided to the State Administrative Entity. *The claimant may not appeal sanctions applied by the local Workforce Board for using a controlled substance or termination of program eligibility.*

Note: Nothing included in this policy precludes the claimant from pursuing a remedy authorized under another Federal, State or local law.

REPORTING CRIMINAL FRAUD AND ABUSE:

WIOA Section 638.620 describes the process for reporting complaints and/or reports of criminal fraud and abuse. Complaints/reports must be reported immediately to the USDOL Office of Inspector General, Office of Investigations, Room S-5506, 200 Constitution Avenue, Washington, D.C. 20210 (202) 693-6999 or the complaint or report can be mailed to the USDOL South East Regional Inspector General for Investigations, Office of Investigations, Sam Nunn Atlanta Federal Center, 61 Forsyth Street, SW, Suite 6T1, Atlanta, Georgia 30303 with a copy simultaneously provided to the Employment and Training Administration. Reports or complaints alleging criminal fraud and abuse may also be reported through USDOL's Hotline at 1-800-347-3756.

REPORTING DISCRIMINATION COMPLAINTS:

WIOA Section 683.285 (a) requires that recipients of WIOA funds comply with federal nondiscrimination and equal opportunity laws. WIOA discrimination complaints may be filed directly with the USDOL Director of Civil Rights Center, Room N4123, 200 Constitution Avenue, NW, Washington, DC 20210 or to the Department of Economic Opportunity, Office for Civil Rights, Suite 150, Caldwell Building, East Madison Street, Tallahassee, FL 32399-4129; and with the EEOC Tampa Area Office 501 East Polk Street, 10th floor Tampa, FL 33602, Phone: (813) 228-2310 or TTY (813) 228-2003.

Forms and instructions for filing a discrimination complaint may be obtained by contacting the Department of Economic Opportunity, at (850) 488-722, ext. 1330, 1340, 1338 or visit the following website: <http://www2.myflorida.com//DEO/pdglcivilrights/forms.pdf>

You may file a discrimination complaint directly with the CareerSource Pasco Hernando EEO Officer, Mr. David Hamilton, at 7361 Forest Oaks Blvd. Spring Hill, FL 34601 Phone: (352) 593-2231.

WTP complaints can be file with U.S. Department of Health and Human Services Office of Civil Rights, Inspector General Sam Nunn, Atlanta Federal Center, 61 Forsyth Street, SW, Suite 3B70, Atlanta, GA 30303 and a copy mailed to DEO, Office for Civil Rights, Suite 150, Caldwell Building, 107 East Madison Street, Tallahassee, FL 32399-4129; and with the EEOC Tampa Area Office 501 East Polk Street 10th Floor, Tampa, FL 33602 (813) 228-2310 or TIY (813) 228-2003. You may file electronically at the following website address: civil.rights@DEO.state.fl.us.

A Wagner-Peyser complaint may be filed directly with a local-office EO Officer or with the U.S. Department of Labor, Civil Rights Center Discrimination Complaints 200 Constitution Ave., NM, Room N-4123 Washington, D.C. 20210.

If the person filing the complaint is sight or speech impaired, they should call the Florida Relay System at 711 for voice assistance in contacting the Department of Economic Opportunity.

LOCAL CONTACT: Dave Hamilton, dhamilton@careersourcepascohernando.com

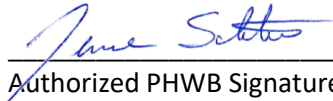
EXPIRATION DATE: Indefinite

Certification of Understanding, Pasco-Hernando Workforce Board, Inc. Participant Grievance/Complaint Hearing and Appeal Procedures

As a WIOA/TAA/SNAP/WP/Welfare Transition Program participant, contractor, One-Stop Center partner, One-Stop Center operator, service and/or training provider, employee, employer and/or other entity receiving WIOA/TAA/SNAP/WP/Welfare Transition Program funds or participating, enrolled or contracted with the Pasco-Hernando Workforce Board, Inc., **I certify that I have read the above statement and understand my rights and responsibilities as enumerated.**

Participant/Service Provider Employee/ Employer/or other Signature Date

As a representative of the Pasco-Hernando Workforce Board, Inc., and/or WIOA/TAA/SNAP/WP /Welfare Transition Program staff, I verify that the above-signed individual has read the Grievance Hearing/Appeal Procedures and has indicated an understanding of it.



Authorized PHWB Signature

04/30/2020

Date

REVISED 04/23/2020 BG