



**MEMORANDUM OF UNDERSTANDING  
CAREERSOURCE TAMPA BAY  
ONE STOP CAREER CENTER SYSTEM  
MOU # 2023-300-004**

**HILLSBOROUGH COUNTY PUBLIC SCHOOLS – ERWIN TECHNICAL COLLEGE**

**I. PARTIES**

This Memorandum of Understanding ("MOU") is entered into between Tampa Bay Workforce Alliance, Inc., doing business as CareerSource Tampa Bay, hereinafter referred to as "CSTB", a Florida not-for-profit corporation, in its capacity as the administrative entity for Region 15 Workforce Board, and The School Board of Hillsborough County, an educational institution, hereafter referred to as the "Provider".

**II. PURPOSE**

The Workforce Innovation and Opportunity Act (WIOA) of 2014 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 this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSTB and Provider and the actions to be taken by each to assure the coordination of their efforts in an effective "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 Hillsborough County. In addition, this agreement will establish joint processes and procedures that will enable the Provider and CSTB to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services to residents of Hillsborough 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.

**III. PROVISION OF SERVICES**

**A. Statement of Work**

1. Eligible Provider students shall be enrolled only in the approved training course(s) and only for the designated period of time specified on the student's Individual Training Account Voucher. At no time can the Provider allow the student to switch programs or to extend their training at CSTB's cost, without written approval via the issuance of an updated Training Voucher from CSTB.

2. The tuition charged shall be based on the current published tuition rates or CSTB written approval of a different rate.
3. CSTB cannot pay other fees that are not specified in this Agreement or on the Individual Training Account Voucher unless prior written approval is provided. Neither the Provider nor the student is authorized to enroll the student into additional training courses or programs without prior written approval of CSTB staff and the issuance of an amended or new training voucher.
4. The Provider shall provide the course(s) as specified in the published Program Description. The Provider shall notify CSTB in writing of any changes in the approved Program Descriptions prior to the enrollment of any individual referred by CSTB staff.
5. The Provider understands that this Agreement does not guarantee any referrals, set aside any training vouchers, or budget any funds whatsoever for the approved training programs. All decisions regarding issuance of a training voucher will be made on a case by case basis by CSTB, taking into consideration the information available, including the assessed needs of the potential trainee, geographical location of the training and residence of the potential trainee, and any additional costs.
6. CSTB students shall be eligible for program completion in accordance with the same standards as the general student population of the Provider.
7. CSTB will require program completion and credential attainment documentation, including student transcripts, completion certifications and industry certifications as applicable, in addition to status and attendance updates regarding student progress or termination/drop from the program. This information will be provided to CSTB staff on a monthly basis or within five (5) days of the student's completion or termination/drop from the training program.
  - The contact for this information shall be:
    - Erwin Technical College:  
Warren Scott Brooks  
Executive Director, Career Technical and Adult Education  
2010 E Hillsborough Ave, Tampa, FL 33610  
813-231-1860  
[Warren.brooks@hcps.net](mailto:Warren.brooks@hcps.net)

**B. CSTB's responsibilities:**

1. Provide up to two (2) CSTB staff at Erwin Campus to conduct WIOA informational sessions, pre-screening, intake, and enrollments. Onsite presence will be for up to 8 hours per day and up to 2 days a week or 0.40 FTE. The estimated annual value for the CSTB WIOA staff totals \$26,100. Travel reimbursements shall be subject to Section 112.061, Fla. Sta.
2. Provide CSTB staff with company-issued equipment computer,
3. Notify partner of all relevant CSTB programs, special grants, and services
4. Conduct on-site eligibility determinations and enrollment of referred WIOA applicants who meet WIOA Adult, Dislocated Worker or Out-of-School Youth eligibility.
5. Provide onsite case management services, community partner referrals and employability skills training.
6. Collaborate with student services, admissions and financial aid to support students in the enrollment process.
7. Promote and support enrollment into Adult Education programs and other related initiatives that support student success.
8. Assist with job placement through providing regular information about CSTB Recruitment Events
9. Respond timely to student and staff requests for information and documentation.

10. Provide a variety of statistical reports to track the success of the partnership.
11. Review MOU annually and solicit feedback from the Provider regarding improvements, changes and/or additions.
12. Provide feedback to Partner designated contacts regarding performance of the partnership's effectiveness and success.

**C. The Provider's responsibilities:**

1. Provide secured office space for up to two (2) CSTB staff for up to 8 hours per day and up to 2 days a week where staff hold private meetings, if needed, and store office supplies, etcetera, when not onsite.
2. Provide all logistical support necessary for CSTB staff to be fully integrated within the Erwin Technical College, including access to copier/printer, WIFI, and phone.
3. Allow CSTB staff to pre-screen prospective students who are considering enrolling at the Technical Colleges who would benefit from WIOA Adult, Dislocated Worker, and Youth funding.
4. Allow CSTB to promote programs, special grants and services to staff.
5. Assist CSTB with outreach efforts by posting and distributing collateral material to job seekers, staff and in main lobby area
6. Provide a list of relevant programs' start dates and advisor contacts.
7. Direct job seekers applying for enrollment and in need of financial aid assistance to on-site CSTB staff.
8. Provide feedback to CSTB management regarding performance of the partnership's effectiveness and success.
9. Provide CSTB HCPS point of contact(s) for student services, admissions, financial aid and Adult Education programs, to support regular data and information sharing.
10. Notify CSTB of any office closures or modified hours of operation.
11. Review MOU annually and solicit any feedback from the partner regarding continuous process improvements.
12. Respond timely to requests for information from CSTB management team.
13. Ensure timely data sharing with CSTB regarding performance outcome data for WIOA candidates.
14. Share a variety of statistical reports to track the success of the partnership.

**D. Payment and Delivery**

1. Tuition payments will be considered only for those individuals referred to the Provider by CSTB and evidenced by a valid CSTB Individual Training Voucher. Tuition or other payments will be made to the Provider only for those individuals enrolled in and receiving training.
2. The Provider shall forward to CSTB an original, signed and embossed Individual Training Account Voucher and written invoice for this tuition/fee at the time a student begins training and becomes eligible for invoicing. This invoice is payable to the Provider upon receipt in accordance with the payment procedures listed below.
3. Provider shall, in conformity with the general refund policies of Provider, refund to CSTB such tuition/fees, which are paid by CSTB for individuals who enroll in and begin training but drop out of courses. Refund payment shall never be made to the student for funds received by the Provider from CSTB under this agreement.
4. The Provider agrees that CSTB shall not incur financial liability for students enrolled prior to receipt of a voucher which bears the signature of authorized personnel working on behalf of CSTB.

5. CSTB will make all payments for authorized enrollments prior to the termination of this Agreement.
6. Any changes in the Provider's tuition and fees must be submitted in writing with justification to CSTB for approval, in accordance with the established ETPL process. Changes must be reviewed and accepted by CSTB prior to implementation. Submit changes to Melissa Carroll, Fiscal Compliance Coordinator, [CarrollM@careersourcetb.com](mailto:CarrollM@careersourcetb.com)
7. Any changes to the agreement, as it relates to Program Services, must be communicated in writing to CSTB. Please submit changes to Paul Casebolt, One Stop Operator, at [CaseboltP@careersourcetb.com](mailto:CaseboltP@careersourcetb.com)
8. With the executed copy of this Agreement, the Provider will supply CSTB with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to CSTB students the same as they would apply to any other student. The Provider shall, in conformity with the general refund policies of the Provider, refund such tuition, books and fees that are paid by CSTB for individuals who enroll in and begin training but drop out of courses or training. The Provider agrees not to accept a voucher that was transferred to any other student.

#### **E. Records**

1. The Provider and CSTB shall take any and all necessary steps to ensure the confidentiality of personal information including name, Social Security Number, Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, phone number, and medical information of each trainee receiving a CSTB Training Voucher. This information is considered confidential and all applicable confidentiality policies and laws shall apply. The Provider shall also have in place an official process for investigating and reporting lost or stolen confidential information. Any infraction of the Federal Privacy Act related to the lost or stolen confidential information should immediately be reported to CSTB.
2. At any time during normal business hours and as often as CSTB, the State of Florida, Department of Economic Opportunity, Comptroller General of the United States, or their designated representative may deem necessary, the Provider shall make available all such books, documents, papers, records (including computer records) which are directly pertinent to payments made by CSTB to the Provider under this agreement for examination, audit, or for the making of excerpts or copies of such records. This provision shall also include timely and reasonable access to the Provider's personnel for the purpose of interviews and discussions related to such documents.

#### **IV. NOTICES**

Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

##### **If to CSTB:**

CareerSource Tampa Bay  
4350 W. Cypress Street, Suite 875  
Tampa, FL, 33607  
Attention: John Flanagan, President & CEO

**If to Provider:**

Hillsborough County Public Schools  
Erwin Technical College  
2010 E Hillsborough Ave, Tampa, FL 33610  
Attention: Warren Scott Brooks, Executive Director Career Technical and Adult Education

or to such other address as a party may have specified in writing to the other party using the procedures contained in this Article. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

**V. COMPLIANCE WITH JESSICA LUNSFORD ACT**

If applicable, vendors, individuals or entities under contract with the Hillsborough County School District who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening as described in Section 1012.32, Florida Statutes. A Hillsborough County School District badge must be obtained if accessing school grounds when students are present. Notwithstanding, the Provider shall be solely responsible to ensuring that all its employees, agents, contractors, etc. participating in the program, pursuant to this Agreement, comply with any and all screening requirements.

**VI. FISCAL NON-FUNDING CLAUSE**

This MOU is subject to funding availability. In the event funding to this MOU is reduced, unavailable, or are subsequently determined not to be eligible to fund this MOU, including, but not limited to, federal or state funds, CSTB shall notify the Provider of such occurrence, and CSTB may terminate this MOU, without penalty or expense to CSTB, upon no less than twenty-hours (24) hours written notice to the Provider.

**VII. PROVISIONS REGARDING ACCESS TO RECORDS**

The Provider and CSTB will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

- i) Keep and maintain public records required by CSTB to perform the services.
- ii) Upon request from CSTB, provide CSTB 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 Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the MOU if the Provider does not transfer the records to CSTB.
- iv) Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of CSTB or keep and maintain public records required by CSTB to perform the service. If the Provider transfers all public records to CSTB upon completion of the MOU, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.

Failure of the Provider to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this MOU by CSTB.

## **VIII. INDEMNIFICATION**

To the extent not otherwise limited by applicable law, each party shall indemnify, hold harmless, and defend the other and its respective agents and employees (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission, fraud, defalcation, or breach of any provision or covenant of this Agreement or applicable law by either party, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation or benefits payable by or for any of the Indemnified Parties on account of any insurance limits, workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Section 768.28, Florida Statutes, if applicable. These provisions shall survive the expiration or termination of this Agreement.

## **IX. TERM**

This agreement is effective upon the date of execution, as set forth in **Section XVI. Signatures** and shall cover services provided from July 1, 2023, through June 30, 2024. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice to the other party.

## **X. AMENDMENTS**

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 to this Agreement.

## **XI. 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.

## **XII. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CSTB, and The School Board of Hillsborough County and no third party is an intended beneficiary under this MOU.

## **XIII. GOVERNANCE**

The accountability and responsibility for One-Stop Career Center System's organizational activity and accomplishments will rest with CSTB and the local Chief Elected Officials (CEOs), i.e. the Board of County Commissioners, Hillsborough County. Pursuant to the Workforce Innovation Act (WIOA), Sec. 121(a)(3), the local Board in partnership with the CEOs shall conduct oversight with respect to the One-Stop delivery system.

## **XIV. MISCELLANEOUS**

This Agreement with its attachments is the entire Agreement of the Parties relating to the subject matter hereof. Each Party hereto acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The Parties agree that this Agreement, along with its attachments, is the complete agreement between the Parties on the subject matter and supersedes all verbal or written proposals, agreements, understandings,

representations, conditions, warranties, covenants and other communications between the Parties relating to the same subject matter. Any modifications or amendments to the provisions herein must be in writing and signed by the Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

**XV. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY**

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

**XVI. SIGNATURES**

The parties have executed this Agreement on the last date set forth below, by their respective signatures:

**The School Board of Hillsborough County**

**Addison G. Davis**

Authorized Signatory (Print Name)

  
\_\_\_\_\_  
Authorized Signatory (Signature)

**Superintendent**

Authorized Signatory (Title)

4/27/23  
\_\_\_\_\_  
Date

**Tampa Bay Workforce Alliance, Inc. DBA  
CareerSource Tampa Bay**

*Sean Butler*

\_\_\_\_\_  
Sean Butler  
Board Chair

06/12/2023

\_\_\_\_\_  
Date

# 2023-300-004 - Erwin Technical - MOU

Final Audit Report

2023-06-12

Created:	2023-06-12 (Eastern Daylight Time)
By:	Luna Clarke (clarkel@careersourcetb.com)
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## "2023-300-004 - Erwin Technical - MOU" History

-  Document created by Luna Clarke (clarkel@careersourcetb.com)  
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-  Document emailed to Sean Butler (seanmbutler@me.com) for signature  
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-  Document e-signed by Sean Butler (seanmbutler@me.com)  
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