

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is dated this 1st day of May, 2007 ("Effective Date") and states the understanding and agreement of **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not-for-profit corporation and ("WDB") and **FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES**, a public body corporate of the State of Florida ("FGCU").

WITNESSETH:

WHEREAS, through the Workforce Investment Act, 29 U.S.C. 2801 et seq. (as enacted by Pub. L. No. 105-220) (the "Workforce Investment Act") the United States government established a program to provide universal access to workforce development services through "one-stop" centers; and

WHEREAS, pursuant to Section 445.009, Florida Statutes, the State of Florida created a one-stop delivery system with the intent that the one-stop delivery system be the State's primary customer-service strategy for offering every Floridian access, through service sites or telephone or computer networks, to services include the following: (a) job search, referral, and placement assistance; (b) career counseling and educational planning; (c) consumer reports on service providers; (d) recruitment and eligibility determination; (e) support services, including child care and transportation assistance to gain employment; (f) employability skills training; (g) adult education and basic skills training; (h) technical training leading to a certification and degree; (i) claim filing for unemployment compensation services; (j) temporary income, health, nutritional, and housing assistance; (k) other appropriate and available workforce development services; and

WHEREAS, pursuant to Section 445.009(2)(a), Florida Statutes, subject to a process designed by Workforce Florida, Inc., and in compliance with the Workforce Investment Act, regional workforce boards shall designate one-stop delivery system operators; and

WHEREAS, pursuant to Section 445.009(2)(a), Florida Statutes, a regional workforce board may designate as its one-stop delivery system operator any public or private entity that is eligible to provide services under any state or federal workforce program that is a mandatory or discretionary partner in the region's one-stop delivery system if approved by Workforce Florida, Inc.; and

WHEREAS, WDB is the regional workforce development board serving Region 24, which region is composed of Charlotte, Collier Glades, Hendry, and Lee Counties; and

WHEREAS, WDB has established five (5) one-stop centers within Region 24; and

WHEREAS, WDB desires to designate FGCU as the one-stop operator for Region 24 and FGCU desires to accept such designation on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WDB and FGCU do hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.
2. **Operator/Geographic Locations Served.** FGCU shall be the one-stop operator for all of Region 24, serving Charlotte, Collier, Glades, Hendry and Lee Counties. FGCU shall manage Region 24's one-stop career centers, including performing each of the functions assigned by the WDB. The one-stop partners shall serve customers through the WDB-established, operator-managed one-stop career center network.

3. **Purpose/Objectives.** The primary purpose of FGCU in its role as the one-stop operator is to assist WDB in the planning and implementation of an integrated workforce development system by facilitating and coordinating one-stop system services. WDB and FGCU agree the following shall be the objectives of the one-stop centers:

a. **Universal Access.** All customers (employers and job seekers) including those with special needs and barriers to employment, will have access to services at the one-stop centers, designed to provide information to assist with career and labor market decisions. Core, intensive training and support services will be made available on-site and through multiple off-site locations.

b. **One-Stop Approach.** All customers may explore work preparation and career development services and have access to information on a range of employment, training, and adult occupational educational programs. Services will be made available through the one-stop centers, through multiple off-site locations, or through an electronic system convenient to the customer. Business customers will have dedicated space to interview screened candidates and to post job opportunities electronically.

c. **Individual Choice.** Customers will have access to career, skill, employment, and training information, to obtain the services and skills they need to enhance their employment opportunities based on their individual needs and eligibility.

d. **Greater State and Local Flexibility.** With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce development system.

e. **Responsive Local Needs.** State and local one-stop partners shall have the flexibility to tailor delivery systems to meet the particular needs of local employers and job seekers.

f. **Greater Accountability.** The State, localities, and training providers will be accountable for their performance. The design and management of the one-stop centers and the delivery of services must be responsive to meeting the needs of the customer. Customer satisfaction will be a key measurement of accountability.

4. **Goals.** WDB and FGCU hereby agree to pursue the following goals through the one-stop delivery system:

a. To eliminate unwarranted duplication of services, reduce administrative costs, enhance participation and performance of customers served through the system, and build on the synergy of the one-stop partners.

b. To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

c. To build a workforce development system that will dramatically upgrade each customer's workplace skills and economically benefit the workforce, employers, the community and the State.

d. To allow for the participation by all one-stop partners in the development of the one-stop center policies and operational agreements.

e. To allow for the participation in an integrated registration, intake, referral, and customer tracking system operating through the one-stop delivery system and subject to confidentiality constraints by all one-stop partners.

5. **Core Services.** The Region 24 one-stop system will integrate services that focus on customer (employer and job seeker) needs and promote life-long employability. Services shall be flexible and responsive. Core services in the one-stop system shall include, at a minimum, the following:

- a. Determination of whether the individuals are eligible to receive assistance under Workforce Investment Act, Title I.
- b. Outreach, intake and orientation to information and other services available through the one-stop delivery system.
- c. Initial assessment of individual skill levels, aptitudes, abilities and supportive service needs.
- d. Job search and placement assistance and where appropriate, career counseling.
- e. Provision of employment statistical information.
- f. Provision of performance information and program cost information on eligible providers of training services.
- g. Provision of information on local performance and compliance with local measures with respect to the one-stop delivery system.
- h. Provision of information regarding availability of supportive services, including child care and transportation.
- i. Provision of information regarding claims for unemployment compensation.
- j. Provision of assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs that are not funded under the Workforce Investment Act.
- k. Provision of appropriate follow-up services.

6. **Powers and Duties of the One-Stop Operator.** FGCU shall be responsible for the operational direction of the one-stop delivery system in Region 24. FGCU shall make all operational decisions for the one-stop delivery system except those which must be made in partnership with the WDB pursuant to the Workforce Investment Act, Chapter 445, Florida Statutes, or any rules or regulations promulgated thereunder. The duties of FGCU as the one-stop operator shall include the following:

- a. Design the integration of systems and coordination of services for the one-stop centers through a management team as outlined herein;
- b. Design the integration of systems and coordinate services for the one-stop centers;
- c. Evaluate performance and implement required actions to meet standards;
- d. Evaluate customer needs and satisfaction data to continually refine and improve service strategies;
- e. Act as liaison with the WDB and the one-stop centers;

- partners;
- f. Monitor adherence to the provisions of each Memoranda of Understanding with one-stop partners;
 - g. Market one-stop services using center staff and materials developed by the WDB;
 - h. Recruit additional one-stop partners;
 - i. Define and provide means to meet common operational needs;
 - j. Facilitate the sharing and maintenance of data for the one-stop centers;
 - k. Continuously assess customer needs and recommend to the WDB the need for additional access points or specialized centers;
 - l. Respond to One-Stop and community needs; and
 - m. Other duties as agreed upon with the WDB.

7. **One-Stop Center Control and Staffing.**

a. **Center Directors.** The day-to-day business of the one-stop centers shall be run under the direction of center directors and in accordance with the policies of the one-stop operator. WDB shall be responsible for hiring and paying for center directors for this purpose. All center directors shall be approved by FGCU, which approval shall not be unreasonably withheld. Initially, WDB shall hire three (3) center directors. The number of center directors may be increased or decreased by WDB with the consent of FGCU. However, all personnel matters shall remain under the ultimate authority of WDB.

b. **Staffing.** Funding for the staffing resources in the one-stop centers shall be provided by WDB primarily from Workforce Investment Act, Welfare Transition, and Wagner-Peyser program funds. WDB shall have the sole responsibility to pay for such staffing resources. All staff shall report to the appropriate center director. WDB intends to hire one-stop center staff through a staff leasing company. In order to select the staff leasing company, WDB shall undertake a competitive bidding or qualification process, as appropriate under the procurement regulations for regional workforce development boards. All staff hired under this Section 7 shall be employees of either WDB or the staff leasing company selected by the management team, as applicable. Neither FGCU's relationship with WDB nor the staff leasing company and its staff as described herein shall be deemed to create a joint employer arrangement.

8. **Management Team.** In order to enhance one-stop operations in the region and to assist FGCU's operation of the one-stop delivery system, the parties agree to form a management team (the "Management Team") to monitor the provision of one-stop services and make recommendations to FGCU for operational aspects of the system. The Management Team shall consist of the following: (i) all one-stop center directors as described in Section 7(a) above; (ii) a representative appointed by the President of FGCU; and (iii) such other persons as agreed to by WDB and FGCU. The Management Team shall meet as often as necessary, but no less frequently than quarterly, to review the one-stop delivery system and make recommendations, if any, to the one-stop operator for change.

9. **Fiscal Management.** WDB shall have the responsibility for the fiscal management of the one-stop centers including tracking and processing of invoices relating to the various operating expenses of the one-stop centers. WDB will employ a fiscal director dedicated for the payment of all invoices relating to the one-stop system. Said fiscal director shall report directly to the executive director of the WDB. All expenses of the one-stop centers shall be paid by WDB and shall be primarily from Workforce Investment Act, Welfare Transition, and

Wagner-Peyser program funds. WDB shall have the right to allocate expenses of the one-stop centers among the various one-stop programs in the manner deemed appropriate by WDB.

10. **Term.** The initial term of this Agreement shall commence on _____, 2007 (“Commencement Date”) and terminate on _____, 2008. The Agreement shall be automatically renewed for additional one-year periods after _____, 2008 unless and until either party provides the other party at least 180 days written notice of its intent not to renew the Agreement.

11. **Indemnification.** To the extent permitted by law, WDB shall indemnify, defend, and hold harmless FGCU, its officers, employees, and agents from and against any and all claims, demands, liability, judgments, awards, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way related to the performance of WDB under this Agreement. WDB’s liability for indemnity under this Agreement shall apply regardless of fault, to acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of WDB, unless the claim, demand, liability, judgment, award, interest, attorneys’ fees, costs and expenses is caused solely by the negligence or willful misconduct of FGCU, its officers, employees, or agents. This provision shall not be construed or interpreted to (1) deny to either party any remedy or defense available to such party under the laws of the State of Florida; (2) alter the state’s waiver of sovereign immunity as to either party beyond the limits established in Section 768.28, Florida Statutes; or (3) be a consent of FGCU, the State of Florida, or WDB, or their agents and agencies to be sued.

12. **Non-Discrimination.** Each party certifies that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, or national origin; (b) sex or age, or except when age or sex constitutes a bona fide occupational qualification; or (c) the physical or mental disability of a qualified individual.

13. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties as well as the terms and conditions of the relationship between the parties. This Agreement may be amended at any time by mutual written agreement of the parties hereto. The parties may enter into a more comprehensive agreement covering the subject matter of this Agreement, whereupon this Agreement shall be superseded by such formal agreement.

14. **Governing Law / Venue / Amendments.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules) and shall not be amended, modified or terminated unless in writing executed by both parties. Venue for any action arising hereunder shall lie exclusively in Lee County, Florida.

15. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Non-Assignment.** No party may, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of the Agreement without prior written consent of the other party.

17. **Captions.** The captions appearing within the body of this Agreement have been inserted as a matter of convenience and for reference only and in no way shall the same be construed to define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

18. **Severability.** The invalidity in whole or in part of any covenant, restriction, paragraph, clause, phrase or word or other provision of this Agreement shall not effect the remaining portions hereof.

19. **Notices.** Any formal notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and either hand delivered, delivered by overnight courier, facsimile transmission, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to SFWDB: Southwest Florida Workforce Development Board, Inc.
Attn: Joe Paterno, Executive Director
9530 Marketplace Road, Suite 104
Fort Myers, Florida 33912
Phone: (239) 225-2500
Fax: (239) 225-2559

With a copy to: Goodlette Coleman & Johnson, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Phone: (239) 435-3535
Fax: (239) 435-1218

If for FGCU: Alliance of Educational Leaders
Attn: Pat Riley
9530 Marketplace Road, Suite 104
Fort Myers, Florida 33912
Phone: (239) 225-2500
Fax: (239) 225-2559

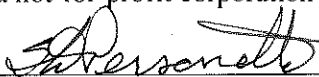
With a copy to: Florida Gulf Coast University
Attn: General Counsel
10501 FGCU Blvd., South
Fort Myers, Florida 33965
Phone: (239) 590-1101
Fax: (239) 590-7470

Any formal notice demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand delivery, facsimile transmission, or delivery by overnight courier, or three (3) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. In the event of any notice via facsimile transmission, a hard copy shall be sent regular United States mail on the day of such transmission. Any such transmission received after 5:00 p.m. Eastern Standard Time (or Daylight Savings Time, whichever then applicable) shall be deemed to have been given on the next following business day. The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed as of the day and year first written above.

WDB:

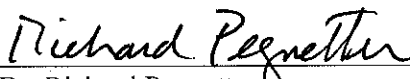
**SOUTHWEST FLORIDA WORKFORCE
DEVELOPMENT BOARD, INC.,**
a Florida not-for-profit corporation

By: 
Steve Personette, President

Date: 4-25-07

FGCU:

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES,**
a public body corporate of the State of Florida

By: 
Dr. Richard Peggnetter
Interim President, Florida Gulf Coast University

Date: 5/1/07