DEO Agreement Number F1134
DOE Agreement Number IA-682

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND THE
FLORIDA DEPARTMENT OF EDUCATION

This Memorandum of Understanding (MOU) is entered into by the Florida Department of Economic Opportunity (DEO) and the Florida Department of Education (FDOE). Collectively, DEO and FDOE may hereinafter be referred to as the "Parties".

I. PURPOSE

The purpose of this MOU is to coordinate activities and services between DEO and FDOE's Farmworker Career Development Program (FCDP) to better serve Florida's migrant and seasonal farmworker (MSFW) population and establish protocols to share information regarding MSFWs located in Florida.

II. STATEMENT OF WORK

A. The Parties mutually agree to complete the following activities in support of the collaboration:

1. Outreach efforts to the MSFW population will be coordinated between DEO MSFW outreach staff and FDOE FCDP staff to the best extent possible. Coordination efforts will include, but are not limited to, providing required information on the partner's programs and/or services during outreach, conducting joint outreach and reporting outreach activities and contacts to the other party. Outreach plans will be shared and compared to identify efforts that could be combined and to identify areas where outreach and/or service delivery is inadequate.

2. Strategies will be developed to ensure service delivery collaboration exists for MSFWs in Regional Workforce Board (RWB) areas where no DEO MSFW outreach staff are present. This may include the use of technology and other innovative outreach protocols, as well as collaborative partnerships with other state, regional, or local social service agencies.

3. All FCDP participants will be registered with DEO's labor exchange system, Employ Florida Marketplace (EFM) or its successor. RWBs may either grant local FDOE FCDP provider staff administrative rights into EFM or FDOE FCDP staff may directly assist participants with navigation of the system.

4. Participants will be co-enrolled, when possible. The Parties will encourage RWBs and local FDOE FCDP providers to develop strategies on how to avoid the duplication of services and maximize each other's effectiveness in meeting MSFW needs. Strategies will include development of formal referral forms by the local FDOE FCDP providers and corresponding RWBs that can be used by both parties to refer possible candidates for services and/or eligibility determination. Co-enrollments with the RWB can be in any program for which the candidate may be determined eligible, such as Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth, Supplemental Nutrition Assistance Program, Welfare Transition, etc. Desk aids and program fact sheets with general eligibility criteria and program requirements will be shared between Parties to maximize quality referrals.

5. The Parties agree to share information regarding MSFWs, including but not limited to, number of outreach contacts made, number of participants enrolled, number of referrals made, services provided, performance indicators, labor market and wage information, supportive services available, and participants receiving reemployment assistance benefits.

6. FCDP agrees to the reporting of apparent violations and referral of complaints to local career center manager and/or DEO MSFW outreach staff or State Monitor Advocate (SMA). FDOE FCDP local providers will post DEO's Complaint Poster onsite and refer individuals who wish to file a complaint against their employer or a local career center to the career center's Complaint Specialist, as indicated on the poster, or to DEO's Florida Farmworker Helpline.

7. Coordinate Emergency Assistance needs for MSFWs.

8. DEO's SMA staff and FDOE FCDP staff will meet quarterly (July-September, October-December, January-March, and April-June) either in person or by telephone conference, with at least one in-person meeting per program year. DEO WIOA program staff will be invited to attend at least one meeting per program year.

9. The Parties agree to collaborate on special projects and training, such as the Annual Staff Development Conference, by providing in-kind support such as staff involvement, training, material production, and advertising.

10. The Parties will ensure that all confidential information shared through the implementation of this MOU is protected and only accessible to staff who have a valid need to know the information for legitimate business purposes as determined by each respective Party.

B. DEO Responsibilities:

1. Ensure bilingual outreach staff assigned to significant MSFW career centers make visits to farms, labor camps, and/or MSFW gathering places, so a large number of MSFWs are provided with information on the full range of career center services, benefits and protections, FDOE FCDP services, and any other organizations serving the MSFW community.

2. Provide information to MSFWs on farmworker rights and assistance in filing complaints through its toll-free Florida Farmworker Helpline, outreach staff, and local career centers. Violations reported anonymously will also be referred for investigation.

3. DEO's website will have a link to FDOE FCDP's website on the appropriate web page(s).

4. DEO's SMA will assist FDOE FCDP in initiating discussions between local FDOE FCDP providers and RWBs as needed to ensure collaboration and that MSFWs are effectively served.

5. Provide FDOE FCDP with information and training when feasible on EFM, the state's labor exchange system, through the state DEO office or local RWBs.

6. Share and request comments on its Agricultural Outreach Plan which is submitted to the U.S. Department of Labor, Employment and Training Administration.

7. Share its Annual Summary of Services to MSFWs that highlights activities performed and services provided to MSFWs during the program year.

C. FDOE FCDP Responsibilities:

1. Ensure that all direct service providers throughout the state enter into a WIOA-based Memorandum of Understanding with the RWB in their service area which details the specific types and levels of shared responsibilities, participant referral processes, joint outreach and case management strategies, and recognizes that the FDOE FCDP provider is a required partner of the RWB.

2. Require that local direct service providers solicit key members of the RWB to serve on the local FDOE FCDP local advisory council as the labor exchange subject matter expert to guide the development of relevant individual employment plans for FDOE FCDP participants.

3. Ensure that all FCDP participants are enrolled in the Employ Florida Marketplace (EFM) or its successor and are referred to RWB employment specialists as needed in their career development trajectory.

4. Work with the DEO MSFW outreach staff in the development of joint outreach strategies, coordination of participant data files, co-enrollment processes, conducting joint WIOA related professional development for both FDOE FCDP and RWB outreach staff, and exploring ways to better serve out-of-school MSFW youth.

5. Through a separate data-sharing agreement with DEO, explore the possibility of acquiring access to applicable modules of EFM with the ultimate goal of using this data system for day-to-day operations and federal reporting as required by WIOA.

III. COST

The Parties agree that no reimbursement will be sought under the terms of this MOU. Should the Parties mutually agree to produce or attend a special event or project, any agreements regarding cost, finance, and budget may be separately entered into at that time, and are not part of this MOU. Any reimbursement costs associated with the data-sharing agreement referenced above will be addressed through a separate agreement.

IV. DURATION

This MOU shall take effect on the last date of signature by both Parties and shall remain in effect until terminated pursuant to Section VI. After the termination of this MOU, regardless of the reason, the obligations of Sections V through VII shall survive the expiration or termination of this MOU.

V. ASSURANCES

A. Information exchanged between the Parties shall be used solely for the purposes stated in this MOU, and as authorized by law.

B. Information thus exchanged between the Parties may not be re-disclosed by the Parties except as authorized by law.

C. The Parties understand and acknowledge that neither Party warrants the accuracy of the information shared.

D. The Parties will make reasonable efforts to cooperate to resolve all MOU and technical matters related to this MOU.

VI. TERMINATIONS/MODIFICATIONS

A. This MOU incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning coordination and services provided to MSFWs. With the exception of designating or changing liaisons in Section VIII, any changes, alterations, deletions, or additions to the terms set for in this MOU must be by written amendment executed by the Parties. Changes will be contingent upon state and federal mandates and state policy considerations.

B. The Parties agree that either Party has the right to terminate this MOU without cause, for its own convenience, by providing a minimum of thirty (30) calendar day's written notice thereof to the other Party.

VII. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of any confidential information exchanged under this MOU. Nothing in this section shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any Party to this MOU.

VIII. MOU LIAISONS

A. DEO designates as its liaison for all issues relating to this MOU, Marisela Garcia, whose title is Government Operations Consultant III (Senior Monitor Advocate), and who can be contacted by telephone at (850) 921-3207, or by e-mail at Marisela.Garcia@deo.myflorida.com, and whose address is 107 E. Madison Street, Tallahassee, Florida 32399-4137.

B. FDOE designates as its liaison for all issues relating to this MOU, Gloria Spradley-Brown, whose title is Bureau Chief, and who can be contacted by telephone at (850) 245-9053, or by e-mail at Gloria.Spradley@fldoe.org, and whose address is 325 W. Gaines Street, Room 730, and Tallahassee, Florida 32399-0400.

IN WITNESS THEREOF, the Parties agree to the terms and conditions of this MOU, and upon placing their signatures, have hereby caused this five (5) page MOU to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____
Signature
Printed Name: Lois Scott
Title: Bureau Chief, One-Stop Program and Program Support
Date: 1/20/16

FLORIDA DEPARTMENT OF EDUCATION

By: _____
Signature
Printed Name: Pam Stewart
Title: Commissioner of Education
Date: 1/14/16

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____
Signature
Printed Name: Craig Mathews
Title: Assistant General Counsel
Date: 1/25/16

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties
FLORIDA DEPARTMENT OF EDUCATION

By: _____
Signature
Printed Name: Paul Rendleman
Title: Assistant General Counsel
Date: 1/8/2016