

# Memorandum of Understanding between Deep East Texas Local Workforce Development Board, Inc., and Center ISD

This Memorandum of Understanding (MOU) is entered into between the Deep East Texas Local Workforce Development Board, Inc. D. B. A. Workforce Solutions Deep East Texas (WSDET), and Center Independent School District (CISD).

Workforce Solutions Deep East Texas 415 S. First Street, Suite 110B Lufkin, Texas 75901

Contact Person: Mark Durand, Executive Director Telephone Number: (936) 631-8610 Center ISD 107 PR 605 Center, Texas 75935

Contact Person:
Dr. Brian Morris, Superintendent
Telephone Number: (936) 598-5642

# I. Purpose of Agreement

WSDET and CISD will work in partnership to implement a Career and Education Outreach Program. Students and faculty participating in the program will gain labor market and employment information about in-demand industry sectors or occupations available in Deep East Texas, such as employability skills, career awareness, career counseling, and career exploration services. Career awareness activities include providing information on a variety of careers and occupations available, their skill and education requirements, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors.

# II. Duration of this Agreement

The parties hereto agree and understand that each of them may execute this agreement on different dates, but hereby acknowledge that this agreement when fully executed will be effective on July 1, 2024, or the actual signing of all parties. The agreement will remain in effect until June 30, 2027, or until it is canceled by the parties in accordance with the terms set forth in Section VII.

# III. Program Description

The Career and Education Outreach program is designed to provide career guidance and information to assigned public middle school and high school students, especially regarding High Growth High Demand Occupations. Expose, educate, and engage students in employability skills, career development and career decision-making. Promote opportunities such as dual credit, industry-based certifications, internships, and post-secondary enrollment which enhance a student's career pathway.

### IV. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation, which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

# V. Responsibilities of Parties:

### A. WSDET Will:

- After consultation with appropriate representatives of the CISD, will provide an outline of work and objectives for the Career and Education Outreach Program.
- Provide qualified, trained specialists to collaborate with the CISD on designated campuses with students, counselors, teachers, and administrators.
- Provide classroom presentations, virtually or on-site, regarding career information, career awareness, and career resources to students in grades
   6-12 and their parents/guardians and district staff.
- Engage in opportunities to establish partnerships and connect with industry and post-secondary training providers, especially those leading into High Growth High Demand Occupation areas for the CISD.
- Establish strong working relationships with employers and invite them to connect to the classroom through classroom presentations or encourage

- them to offer industry tours, job shadowing opportunities, internship/apprenticeship opportunities, etc. at their place of business.
- Serve as a primary resource to the CISD for essential skills assessment and labor market information to include High Growth High Demand Occupations at the county, region, and state levels.
- Support and participate in activities such as job fairs, career days and professional development for campus staff.
- Provide a schedule of days, times and campuses that are being served to the CISD and campus administrators.
- Ensure that WSDET staff follows all CISD policies regarding dress codes and campus policies.
- Administer a survey to collect feedback from students and CISD staff.

### B. CISD Will:

- Provide a point of contact for all campuses with whom the Career Coach shall be working.
- Provide the appropriate credentials providing access to facilities.
- Provide access to students and staff to help communicate the benefits of the program and the ability to engage students.
- Allow Career Coach to outreach students by distributing flyers, handouts, announcements; allow outreach to parents.
- Reserves the right, exercisable in its discretion after consultation with WSDET to exclude any staff from its campuses in the event that such staff's conduct is deemed objectionable or detrimental to the proper administration of the CISD, subject to the non-discrimination clause of this agreement.
- Keep WSDET informed of any policy changes which may affect the Workforce Career and Education Outreach Program or its staff.
- Provide reasonable cooperation to help ensure the success of the Workforce Career and Education Outreach Program.
- Assure that the Career Coach will serve solely in the roles listed above. (That
  is, the Career Coach will not be expected to serve in other CISD-related roles,
  such as substitute teacher or testing facilitator.)
- Provide office space for one Career Coach while working on the campus of the CISD.
- Have students and CISD staff complete the survey to provide feedback on the program.

# C. All Parties will comply fully with:

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which
  prohibits discrimination against all individuals in the United States on the
  basis of race, color, religion, sex (including pregnancy, childbirth, and related
  medical conditions, transgender status, and gender identity), national origin
  (including limited English proficiency), age, disability, or political affiliation or
  belief, or against beneficiaries on the basis of either citizenship status or
  participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII).
   For more information: <u>TEGL.pdf (dol.gov)</u>.
- Federal requirement to state the amount and percentage of federal funds and non-federal funds financing the Teacher Externships.

### VI. Allocation of Costs

The consolidating parties in this project assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. Neither party will incur any financial obligations to the other outside of the Contract.

# VII. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon sixty (60) days written notice. If there is a material and significant breach of any of the provisions of this Agreement, the Agreement may be canceled for cause upon delivery of written notice to the other party.

**APPROVED** 

Mark Durand, Executive Director

Workforce Solutions Deep East Texas

Data

Dr. Brian Morris, Superintendent

Center ISD