



Memorandum of Understanding
between
Deep East Texas Local Workforce Development Board, Inc.,
Texas State University System Polk County Center,
and Polk County

This Memorandum of Understanding (Agreement) is entered into between the Deep East Texas Local Workforce Development Board, Inc. dba Workforce Solutions Deep East Texas (BOARD), Texas State University System Polk County Center (TRAINING PROVIDER), and Polk County (COUNTY).

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

Texas State University System
Polk County Center
1017 US-59 Loop N
Livingston, Texas 77351

Polk County
101 W. Church St.
Livingston, Texas 77351

Contact Person:
Mark Durand, Executive Director
Telephone Number: (936) 631-8630

Contact Person:
Dr. Thomas A. Johnson, President
Telephone Number: (409) 882-3314

Contact Person:
Sydney Murphy, County Judge
Telephone Number: (936) 327-6813

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and set forth the relative responsibilities in alignment with the U.S. Department of Labor's Workforce Innovation and Opportunity Act (WIOA) and other citing authorities. The WIOA's purpose is to build a better aligned workforce system with a holistic approach to Title I occupational education programs and Title II adult basic education programs. Under WIOA, one-stop partners are directed into a memorandum of understanding with required partners.

II. Duration of this Agreement

The Agreement will commence on August 1, 2024, and shall remain in full force until January 31, 2026, or until either party in accordance with the terms set forth herein cancels or amends the Agreement.

III. Program Description

The core of this initiative is to establish and fund Training Labs. These Labs are designed as short-term, turnkey training opportunities created by Local Workforce Development Boards in partnership with local governments, community colleges, and other approved training providers. The aim is to tailor these training programs to the specific needs and characteristics of rural communities.

IV. Program Description

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This initiative represents a strategic effort to strengthen workforce capabilities in rural Texas, ensuring that these communities are equipped with the necessary skills and training to thrive in the modern economy.

V. General Provisions

The parties understand that each party should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of the law and regulations governing the party's activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Agreement. If at any time any party is unable to perform its functions under this Agreement consistent with such party's statutory or regulatory mandates, the affected party shall immediately provide written notice to the other parties to establish a date for resolution of the matter. Services under this agreement shall be provided in compliance with:

- All applicable federal and state laws and regulations
- All TWC policies and procedures or guidance materials
- All terms and conditions of the Rural Training Lab Grant award

VI. Responsibilities of Parties:

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this Agreement shall be as follows:

A. BOARD shall:

- Serve as the grant recipient and fiscal agent for the Program;
- Document WIOA basic eligibility (U.S. citizen or authorized to work; registered for selective service, if male; 14 years of age or older);
- Direct the Workforce Services sub-recipient to enter the required eligibility information into TWIST;
- Ensure progress reports and final reports are submitted to Texas Workforce Commission (TWC);
- Provide financial reporting to TWC;
- Monitor the Program as per TWC requirements;
- Procure necessary equipment following the Financial Manual for Grants and Contracts, Office of Management and Budget, and local Board procurement policies;
- Enter into a long-term relationship with Polk County Higher Education Foundation, whereby equipment will be located. Annual inventory of equipment exceeding \$5,000. Transfer ownership of equipment to Foundation at end-of-

- life depreciation to the Foundation; and
- Reimburse TRAINING PROVIDER based on monthly invoices.

B. TRAINING PARTNER shall:

- Identify, recruit, advise, and enroll eligible students for the Program;
- Conduct credentialing of faculty;
- Provide curriculum;
- Provide information to BOARD for required reports to TWC;
- Collect tuition from students and adults attending courses;
- Refer students to local workforce centers for WIOA eligibility;
- Submit monthly invoices to Board for reimbursement;
- Provide assistance in annual inventory of equipment exceeding \$5,000 in aggregate cost; and
- Assist students with finding employment at completion of certification.

C. COUNTY shall:

- Provide referrals to the Training Partner for enrollments;
- Support the use of infrastructure lease with Training Provider to locate equipment for use; and
- The County assumes no financial responsibility in this project.

D. All Parties shall comply fully with the following:

- 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 genderidentity), 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.

- Ensure Personally Identifiable Information (PII) is safeguarded in accordance with the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance of the Handling and Protection of PII and WD Letter 02-18, Change 1 (and any subsequent issuances).

VII. 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.

VIII. Amendment or Cancellation of Agreement

The 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, except where cancellation is for cause that includes, but is not limited to, a material and significant breach of any provisions of this Agreement, then the non-breaching party may terminate this Agreement upon three (3) days written notice to the breaching party.

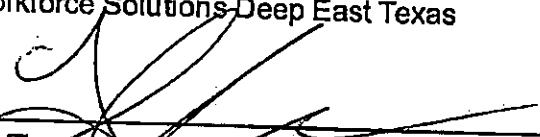
APPROVED:

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.



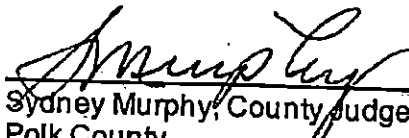
Mark Durand, Executive Director
Workforce Solutions-Deep East Texas

MAY 28, 2024
Date



Dr. Thomas A. Johnson, President
Texas State University System Polk County Center

MAY 28, 2024
Date



Sydney Murphy, County Judge
Polk County

May 28th, 2024
Date