

**MEMORANDUM OF AGREEMENT
BETWEEN
OKLAHOMA STATE UNIVERSITY-OKC
AND
CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD**

THIS MEMORANDUM OF AGREEMENT is entered into as of this ____ day of _____ 2017 by and between *OKLAHOMA STATE UNIVERSITY-OKC ("OSU-OKC")* and *CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD ("COWIB")*.

WHEREAS, COWIB is a Local Board responsible for operating programs guided by the Workforce Innovation and Opportunity Act (WIOA) under the governance of the Board of Local Elected Officials; overseeing the service delivery system involving multiple workforce partners in a designated area; and

WHEREAS, OSU-OKC is a technical institution of higher education responsible for providing accredited academic programs to qualified students who enroll to participate in academic programming; and

WHEREAS, OSU-OKC participates in efforts to improve transition from career and technology institutions and to support specific services and needs to support student success in accordance with the alignment of WIOA and the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICE I - OSU-OKC RESPONSIBILITIES

1.00 Partner Outreach and Instructional Support. As per the Perkins objectives, OSU-OKC provides:

- A. Two positions in the Career Technology Education outreach department to coordinate with Career Technology Centers partner's area including the following entities within the COWIB service area:
 - a. Canadian Valley Technology Center - Yukon and El Reno campuses
 - b. Metro Technology Centers - Oklahoma City campuses
 - c. Moore Norman Technology Center - Norman and Oklahoma City campuses
- B. Professional development, as approved for OSU-OKC technical faculty;
- C. Instructional equipment for qualified Associates of Applied Sciences programs.

1.01 Participant Eligibility. OSU-OKC identifies qualified program participants in Career Technology programs that can continue career pathways to achieve Associate in Applied Science (AAS) degrees for in-demand technical programs that identified as workforce critical occupations. Qualified students may continue their technical area of study and transition from a qualified Career Technology center to OSU-OKC. These individuals may be eligible for Workforce services offered by COWIB and unified partners.

1.01.1 OSU-OKC is committed to providing educational opportunities and support services to students with disabilities based upon documentation for a disability covered under the Americans with Disabilities Act (ADA). Section 504 of the Rehabilitation Act of 1973, and the ADA Amendments Act of 2008. Participants are encouraged to register for disability accommodations or direct complaints to OSU-OKC Disability Services.

1.01.2 All parties agree not to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity). National origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I - financially assisted program or activity.

1.01.3 The parties specifically agree to comply with Section 188 of WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38).

1.02 Career Services Provided. OSU-OKC provides access to on campus resources applicable to performance of academic activities and applicable to the career services matrix as indicated by WIOA Section 121(b)(1)(A)(i). Services provided by OSU-OKC include:

- 1.02.1 Referrals and Coordination with other university academic and supportive programs;
- 1.02.2 Information on program performance and program costs;
- 1.02.3 Information and referral to student supportive services;
- 1.02.4 Information and assistance on financial aid and the Free Application for Federal Student Aid (FAFSA);
- 1.02.5 Placement testing and academic skills assessments for enrollment placement;
- 1.02.6 Internships and work experiences linked to careers as programmatically available;
- 1.02.7 English Language acquisition programs; and
- 1.02.8 Integrated education and training programs.

1.03 Outcome Measure. Participants within qualified programs of study have the opportunity to earn an AAS degree. Individuals may participate in identified Career

Pathways and utilize COWIB and unified partner services including counseling, career placement, and other Workforce System services.

1.04 Funding. Funding is limited to allowable reimbursement or payment of infrastructure and cost sharing in the local Oklahoma Works (One-Stop) Center based on proportionate use and relative benefit received as negotiated.

ARTICLE II - COWIB RESPONSIBILITIES

2.00 Shared Services. COWIB shared services may include assessment of individuals and identification of eligible participants to enter into in-demand technical career pathways. These participant services may include:

- 2.00.1 Initial intake to the Workforce System
- 2.00.2 Assessment of needs
- 2.00.3 Identification of appropriate services
- 2.00.4 Referrals to other one stop partners and similar services
- 2.00.5 Career pathway placement and identification

2.01 Eligibility. OSU-OKC is an open enrollment campus. Students who have attended a qualified Career Technology center may transition to OSU-OKC and apply learning to earn an associate degree.

2.02 Program Outcomes. Programs of study must lead to at least two of the following three: high skill, high wage, and/or high demand occupations that lead to improved common performance measures for federal programs. As per directives of the State of Oklahoma, COWIB must ensure 40% of applicable funding is expended in direct training and education in order to meet the Governor's Launch Oklahoma postsecondary education attainment goal of 70% by 2025. COWIB will strive to increase postsecondary opportunities for students in high school and improve workforce readiness as measured by program participants:

- A. Credential attainment
- B. Measurable skills gain
- C. Employment rate
- D. Median earnings
- E. Effectiveness in serving employers

2.03 Co-Enrollment. COWIB will provide co-enrollment of participants in applicable programs to ensure Perkins program participants have a wide array of services available to support their needs in training and finding employment.

2.04 Cross Training. Cross training center staff to ensure participants have quality information about eligible degree options.

2.05 Employer Focused Services. COWIB must engage employers through sector strategies and partnerships. Connections with employers and industry partners will help coordinate the talent pipeline for and provide market alignment and labor market analysis to ensure programs have relevancy to state and local critical occupations and communicate these needs to OSU-OKC to ensure efficient collaboration across systems to ensure talent pipeline needs.

3.01 Agreement to Protect. As per this MOU and other applicable local, state, and Federal laws, both parties agree to protect and maintain the confidentiality of the clients and the confidential status of their records.

3.02 Release and Disclosure. Any and all information received from any and all clients shall be confidential and privileged and shall not be released without the express written consent of the -client or legal guardian, by court order, or by such other method allowed by law. All information shall be presumed to be privileged and it shall be presumed that each and every client has exercised that privilege against disclosure of such information.

3.03 Family Educational Rights and Privacy Act (FERPA) - Student Education Records. COWIB acknowledges and agrees that under the federal Family Educational Rights and Privacy Act ("FERPA"), student educational records, including those containing personally identifiable information regarding such students may be confidential by reason of FERPA and may not be shared with unauthorized third parties unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in accordance with FERPA. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

- COWIB agrees that it may create, receive from or on behalf of OSU-OKC or have access to, records or record systems that are subject to FERPA. COWIB agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as permitted or required by this Agreement, required by law, or otherwise authorized by OSU-OKC in writing. COWIB further agrees to safeguard any FERPA records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which OSU-OKC protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that FERPA records are safeguarded in accordance with the terms of this Agreement.

ARTICLE IV - LIABILITY

4.01 Personal Injury and Property Damage. Each party agrees to be solely responsible for personal injury or property damage resulting from the negligent or

intentional acts or omissions of its employees, agents, or representative while on the other's premises and engaged in the performance of obligations under this agreement.

4.02 Sovereign Immunity. Neither OSU-OKC nor the State of Oklahoma waives its sovereign immunity as established in the Governmental Tort Claims Act, 51 O.S. § 151 et seq., and nothing contained in this contract should be interpreted as such a waiver.

ARTICLE V - TERM OF AGREEMENT AND TERMINATION

5.01 Term, Termination and Review. This Agreement shall be effective for one (1) year unless earlier terminated or modified by either party. The Agreement may be terminated by either party, with or without cause upon one (1) month written notice to the other party.

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.01 Independent Contractor. The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent, or joint venturer.

6.02 Assignment. Neither party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other party.

6.03 Waiver. Failure by either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that party to enforce each and every provision.

6.04 Severability. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.

6.05 Entire Agreement. Both parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the parties.

6.06 Amendments. Any additional responsibilities, obligations or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both parties, and attached as an addendum to this Agreement.

6.07 Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

6.08 Notices. All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

If to COWIB: COWIB
Rm 135
3813 N. Santa Fe Ave.
Oklahoma City, OK 73118

If to SCHOOL: Oklahoma State University - Oklahoma City
900 N. Portland Ave
Oklahoma City, OK 73107

Notices will be deemed given on the date of delivery. Either party may change its notice address by giving the other ten (10) days prior written notice of such change.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

OSU-OKG

By: Natalie Shirley
Title: President

COWIB

By: Eddie Foreman
Title: Executive Director


By: Melissa Dennis
Title: Chief Local Elected Official