

AMENDMENT NO. ONE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CAREERSOURCE BROWARD
AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS IS AMENDMENT NUMBER ONE to Memorandum Of Understanding (MOU) entered into on the 21st day of July, 2020 by and between CareerSource Broward ("CSBD") as the administrative entity for the CSBD Council of Elected Officials ("Council") and for the Broward Workforce Development Board, Inc. ("BWDB") and The School Board of Broward County, Florida ("SBBC") a body politic and a one stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSBD and SBBC are collectively referred to as the "Parties" and individually as the "Party."

RECITALS

The Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the CSBD Council and the BWDB, enter into an MOU with each one-stop partner identified in the legislation.

CSBD serves as the administrative entity for both the BWDB and the Council in Workforce Development Area 22, and CSBD is authorized to enter this MOU on behalf of the BWDB and the Council.

SBBC is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Adult Education and Literacy Act activities and postsecondary Career and Technical Education programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.).

WIOA requires the BWDB to competitively select a one-stop operator, and CSBD has informed the SBBC that BWDB has selected Workforce Guidance Associates, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSBD in coordination among the one-stop partners.

WIOA requires that each one-stop partner enter an MOU which describes the integration and coordination of each partner's program services.

To better express the agreement between the Parties, CSBD and SBBC wish to amend the 2020 SBBC MOU as described herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSBD and SBBC agree to amend the following provisions of the MOU:

1. Paragraph 4, ONE STOP DELIVERY SYSTEM ("OSDS") SERVICES, subsection B, Access to Services, is amended to add a new sub paragraph "d." to acknowledge the manner in which services will be coordinated and delivered through the one-stop system pursuant to (34CFR §463.500(1), WIOA, Subtitle Chapter 1 §121(c)(2)(A)(I)) as follows:
 - d. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.
2. Paragraph 4, ONE STOP DELIVERY SYSTEM ("OSDS") SERVICES, subsection C, Coordinating Services, is amended to add a new sub paragraph "e." to acknowledge the requirements of providing accessibility and services to the disabled pursuant to 34CFR §361.505 and 34CFR §361.720 as follows:
 - e. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the one-stop delivery system.
3. Paragraph 5, FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS, is amended to add a new subsection "D" to acknowledge the steps taken to reach consensus that the Parties followed the guidance for the State funding process pursuant to 34CFR §463.500(2)(i), 34CFR §463.755, 34CFR §463.720, WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(ii) as follows:
 - D. The Parties agree that negotiation of the Infrastructure Funding Agreement took place on a "level playing field" pursuant to United States Department of Labor Training and Employment Guidance Letter 17-16 and followed the local funding process. One-stop operating costs were identified, a one-stop operating budget was developed to allow for a technological presence, costs were determined and allocated, estimated partner contributions and preparation of the Infrastructure Funding Agreement was completed. As the Parties agreed to a technological presence rather than co-location the MOU and Infrastructure Funding Agreement was presented to each of the Parties' governing boards and was approved by the respective governing boards at publicly noticed meeting.
4. Paragraph 5, FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS is amended to add a new subsection "E" to clarify that CSBD is not

using in-kind costs to fund the infrastructure and operating costs of the one-stop delivery system.

E. CSBD has no third-party in-kind contributions for the operation of the one stop therefore none is included in Exhibit A, the Infrastructure Funding Agreement.

5. Paragraph 12, DISPUTE RESOLUTION, is amended by renumbering the existing paragraph to read paragraph "a." and to add a new paragraph "b." as follows:

b. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

6. Exhibit A, the Infrastructure Funding Agreement is amended to add the following language:

In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

7. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.

8. Except as expressly stated in this Amendment, all other definitions, terms and conditions, provisions, paragraphs and exhibits of the Agreement shall remain in full force and effect and without change.

9. This Amendment and all its Exhibits/Attachments are made a part of said Agreement.

10. The effective date of this Amendment shall be the date on which it has been signed by all the Parties.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment One to the Memorandum of Understanding entered into on July 21, 2020 as follows:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA signing by and through its CHAIR following BOARD action on the 15th day of December 2020 and CAREERSOURCE BROWARD signing by and through its Chief Elected Officials, CSBD Chair and CSBD President/CEO duly authorized to execute the same following Board Action on the 15th day of December, 2020.

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

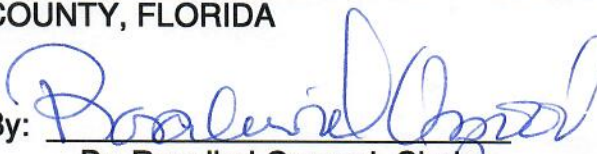
(Corporate Seal)

ATTEST:



Robert W. Runcie,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: 
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:



Digitally signed by Maya Moore
Reason: CareerSource Broward
First Amendment (2)
Date: 2020.12.01 13:26:12
-05'00'

Office of the General Counsel

FOR CAREERSOURCE BROWARD

ATTEST:

Cheryl Leland
Nancy Robinson

BY: [Signature]
(Signature)

Print Name: The Honorable Josh Levy

Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 10/29/2020

ATTEST:

Amy Winer
Moya Brathwaite

BY: [Signature]
(Signature)

Print Name: Dr. Lisa Knowles

Title: BWDB CHAIR

Date: 10/29/2020

ATTEST

amy winer L.S.
Moya Brathwaite L.S.

CAREERSOURCE BROWARD:

BY: [Signature]
(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 10/23/2020

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels
General Counsel

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each Party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

1. THE SCHOOL BOARD OF BROWARD COUNTY (SBBC) and CSBD recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
2. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:
 - a. Rental of the facilities
 - b. Utilities and maintenance;
 - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
3. The SBBC has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). The will provide all art, logos, and content to submit to CSBD for publication within the time provided by CSBD.
4. Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, THE SBBC will pay CSBD the total of Six Hundred Forty-six and 47/100 Dollars (\$646.47) in three (3) separate payments of Two Hundred Fifteen and 49/100 Dollars (\$215.49) for the following periods:
 - a. July 1, 2020 through June 30, 2021, payable by October 31, 2020. July 1, 2021 through June 30, 2022, payable by October 31, 2021.

- b. July 1, 2022 through June 30, 2023, payable by October 31, 2022.
- 5. The SBBC will pay for the costs associated with its participation in the one-stop center as described above, subject to Section 8, TERMINATION. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section 7, MODIFICATIONS.
- 6. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

By their signatures below, THE SCHOOL BOARD OF BROWARD COUNTY agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and or attached IFA will be amended.

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:



(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

ATTEST:

By: 
Dr. Rosalind Osgood, Chair



Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Maya
Moore
Reason: CareerSource
Broward First Amendment
Date: 2020.12.01 13:26:52
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Office of the General Counsel

FOR CAREERSOURCE BROWARD

ATTEST:

 Cheryl Leonard

 Nancy Williams

ATTEST:

 Amy Winer

 Moya Brathwaite

ATTEST

 amy winer L.S.

 Moya Brathwaite L.S.

BY: N

(Signature)

Print Name: The Honorable Josh Levy

Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 10/29/2020

BY: Lisa J. Knowles

(Signature)

Print Name: Dr. Lisa Knowles

Title: BWDB CHAIR

Date: 10/29/2020

CAREERSOURCE BROWARD:

BY: Carol Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 10/23/2020

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY:

Rochelle J. Daniels, General Counsel



SIGNATURE CERTIFICATE

TRANSACTION DETAILS

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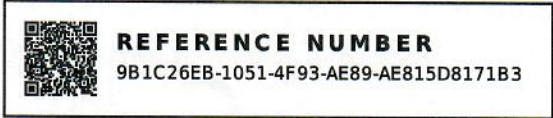
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
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TIMESTAMP**AUDIT**

10/29/2020 14:59 EDT

Cheryl Lahoud (clahoud@hollywoodfl.org) signed the document on Chrome via Windows from 174.228.131.14.

10/29/2020 14:59 EDT

Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) was emailed a link to sign.

10/29/2020 14:59 EDT

Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) viewed the document on Chrome via Windows from 76.26.24.54.

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10/29/2020 15:01 EDT

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10/29/2020 15:01 EDT

Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) signed the document on Chrome via Windows from 76.26.24.54.



SIGNATURE CERTIFICATE

TRANSACTION DETAILS **DOCUMENT DETAILS**

Reference Number
52495BF0-9DC1-4471-838F-C3BFAC385873

Transaction Type
Signature Request

Sent At
01/05/2021 15:08 EST

Executed At
01/06/2021 11:21 EST

Identity Method
email

Distribution Method
email

Signed Checksum
0474053845e0de9aa8da1935f178005773c91341f1aaf9f023219c368d6b2635

Signer Sequencing
Disabled

Document Passcode
Disabled

Document Name
Oo-11 Amendment 1 To The Mou With Csbdc-Executed

Filename
oo-11_amendment_1_to_the_mou_with_csbdc-executed.pdf


Pages
16 pages

Content Type
application/pdf

File Size
2.75 MB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Rochelle Daniels</p> <p>Email rdaniels@careersourcebroward.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum ddc25c83393a5bb2ecc97c67a4351ef758d882aec625a07f854feef75a2841b1</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID F746B11A</p>	<p>Viewed At 01/06/2021 11:21 EST</p> <p>Identity Authenticated At 01/06/2021 11:21 EST</p> <p>Signed At 01/06/2021 11:21 EST</p>

AUDITS

TIMESTAMP	AUDIT
01/05/2021 15:08 EST	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'oo-11_amendment_1_to_the_mou_with_csbdc-executed.pdf' on Chrome via Windows from 67.23.70.69.
01/05/2021 15:08 EST	Rochelle Daniels (rdaniels@careersourcebroward.com) was emailed a link to sign.
01/05/2021 16:34 EST	Moya Brathwaite (mbrathwaite@careersourcebroward.com) updated the tags on 'oo-11_amendment_1_to_the_mou_with_csbdc-executed.pdf' on Chrome via Windows from 67.23.70.69.
01/06/2021 11:21 EST	Rochelle Daniels (rdaniels@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
01/06/2021 11:21 EST	Rochelle Daniels (rdaniels@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
01/06/2021 11:21 EST	Rochelle Daniels (rdaniels@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-2.

MEETING DATE 2020-07-21 10:05 - Regular School Board Meeting

Special Order Request
 Yes No

AGENDA ITEM ITEMS

Time

CATEGORY EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT Grants Administration

Open Agenda
 Yes No

TITLE:

Memorandum of Understanding with CareerSource Broward

REQUESTED ACTION:

Approve the Memorandum of Understanding (MOU) between The School Board of Broward County (SBBC), Florida, and CareerSource Broward (CSBD), as the administrative entity for the CSBD Council of Elected Officials and for the Broward Workforce Development Board. The MOU will begin retroactively on July 1, 2020, and remain in full force and effect until June 30th, 2023.

SUMMARY EXPLANATION AND BACKGROUND:

The District is a one-stop partner identified in the Workforce Innovation and Opportunity Act (WIOA) of 2014 as the provider of Adult Education and Literacy Act activities and postsecondary Career and Technical Education (CTE) programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006. WIOA requires that each one-stop partner enters into a MOU. The purpose of the MOU is to provide access to Adult Literacy and postsecondary CTE program services through the CareerSource Broward One-Stop Career Centers, which are part of the American Job Center network system. The Memorandum of Understanding has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

CSBD and SBBC have a commitment to contribute to the infrastructure costs of the one-stop system in the local workforce area. CSBD and SBBC agree to contribute to the operating costs, proportionate use, and an agreed methodology. SBBC will pay CSBD \$646.47 in three separate payments of \$215.49. The MOU will begin retroactively on July 1, 2020, and remain in full force and effect until June 30, 2023.

EXHIBITS: (List)

(1) Executive Summary (2) CareerSource Broward MOU

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Christy Bradford	Phone: 754-321-8416
Name: Stephanie Williams-Louis	Phone: 754-321-2260

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
 7/13/2020, 10:44:01 PM

Approved In Open Board Meeting On:

JUL 21 2020

By:

School Board Chair

Electronic Signature

MEMORANDUM OF UNDERSTANDING

Between

CAREERSOURCE BROWARD

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

This Memorandum of Understanding ("MOU") is entered into by and between CareerSource Broward ("CSBD") as the administrative entity for the CSBD Council of Elected Officials ("Council") and for the Broward Workforce Development Board, Inc. ("BWDB") and The School Board of Broward County, Florida a body politic and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSBD and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SCHOOL BOARD") are collectively referred to as the "Parties" and individually as the "Party."

RECITALS

The Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the BWDB, enter into an MOU with each one-stop partner identified in the legislation.

CSBD serves as the administrative entity for both the BWDB and the Council in Workforce Development Area 22, which encompasses the SCHOOL BOARD and is authorized to enter this MOU on behalf of the BWDB.

SCHOOL BOARD is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Adult Education and Literacy Act activities and postsecondary Career and Technical Education programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.).

WIOA requires the BWDB to competitively select a one-stop operator, and CSBD has informed SCHOOL BOARD that BWDB has selected Workforce Guidance Associates, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSBD in coordination among the one-stop partners.

WIOA requires that each one-stop partner shall enter an MOU which describes the integration and coordination of each partner's program services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSBD and SCHOOL BOARD agree as follows:

1. PARTIES

The Parties to this MOU are CSBD and SCHOOL BOARD. The Parties acknowledge that the recitals above are true and correct.

2. PURPOSE

The purpose of this MOU is to state how each of the Parties will:

A. Provide access, including access for individuals with barriers to employment, to Adult Literacy and post-secondary Career and Technical Education program services through the CareerSource Broward One-Stop Career Centers which are a part of the American Job Center network system.

B. Follow established processes for the referral of customers to each other when appropriate for the customer.

C. Follow established processes for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.

D. Accomplish the purposes of this MOU in a non-discriminatory environment.

E. Support the infrastructure and operating costs of the CareerSource Broward One-Stop Career Center.

3. VISION

A. WIOA envisions an integrated and coordinated workforce delivery system. To accomplish the intent set forth in WIOA for the workforce development system, CSBD and SCHOOL BOARD shall work together with all the WIOA one-stop partners on system design and access, shared services and customers as appropriate, and shared costs as required under WIOA.

B. To accomplish the vision and goals set forth in WIOA, CSBD and SCHOOL BOARD shall:

a. Identify the customers' needs as the first priority with the focus on individualized and quality customer service.

b. Follow-through on cross-partner referrals and customer connections on a timely basis.

c. Commit to continuous learning about each other and the other partners' programs leading to a better understanding of opportunities for coordination of services.

d. Recognize and respect each partner's constraints.

e. Be open to change.

4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES

A. Services provided through the OSDS. Services provided through the OSDS shall include:

- a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
- b. Referral to WIOA Title II Adult Education and Family Literacy Act services
- c. WIOA Title III Wagner-Peyser Act employment services
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Referral to Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Referral to Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Act Program
- m. Referral to Youth/ Build U.S.A. program
- n. Referral to Second Chance programs

B. Access to Services. CSBD and SCHOOL BOARD will make their program services accessible through the OSDS by:

- a. Exchanging participants' eligibility requirements for their workforce funding streams, identifying their program career services and designating services and activities which may be appropriate for integration into the OSDS.
- b. Jointly developing and participating in training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
- c. Coordinating outreach and recruitment through links on each other's websites where possible.

C. Coordinating Services. CSBD and SCHOOL BOARD shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as by co-locating in a comprehensive or affiliate one-stop location site.
- b. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- c. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.
- d. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.

D. Cross Referral. CSBD and SCHOOL BOARD shall consider policies and procedures which would encourage the referral of customers to each other as appropriate by:

a. Reviewing their individual program policies, procedures and processes and to align the policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.

b. Utilizing established methods for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.

E. Information sharing. As it relates to SCHOOL BOARD's Disclosure of Education Records and Employee records:

a. Although no student education records shall be disclosed pursuant to this MOU, should CSBD come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SCHOOL BOARD to CSBD. Should CSBD come into contact with employee, it may not be re-disclosed except as required or permitted by law.

b. Confidentiality of Education Records and Employee Records. Notwithstanding any provision to the contrary within this MOU, CareerSource Broward shall:

I. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

II. hold any education records and employee records in strict confidence and not use or redisclose same except as required by this MOU or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

III. ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this MOU, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this MOU and shall provide said list of employees to SCHOOL BOARD upon request;

IV. safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the

education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

V. utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this MOU; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

F. Accessibility. CSBD and SCHOOL BOARD shall follow the same or similar processes to serve individuals with barriers, including consideration of technological tools for individuals with disabilities in each of the one-stop centers and affiliate locations.

5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

A. CSBD and SCHOOL BOARD have a commitment to contribute to the infrastructure costs of the one-stop system in the local workforce area.

B. CSBD and SCHOOL BOARD agree contribute to the operating costs, proportionate use and an agreed upon methodology.

C. This MOU complies with the one-stop infrastructure costs through the use of technology as described in the Infrastructure Funding Agreement attached hereto as Exhibit A and incorporated herein by reference.

6. TERM

This MOU shall commence retroactively on July 1st, 2020 and shall remain in full force and effect until June 30th, 2023, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).

7. MODIFICATION

A. The MOU shall be reviewed at least once every three (3) years and shall be modified to reflect changes in the terms, conditions or scope of work.

B. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:

a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and infrastructure cost sharing methodologies

b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties.

8. TERMINATION

A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES). SCHOOL BOARD and CSBD's President may issue any notice of termination authorized by this MOU.

B. In the event of termination during any period of time that a MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

9. NOTICES

A. All notices required to be given to CSBD under this MOU shall be sufficient when hand delivered or mailed to CSBD at its office located at 2890 West Cypress Creek Rd., Fort Lauderdale, FL 33309, addressed to the CSBD President/CEO.

B. All notices required to be given to SCHOOL BOARD under this MOU shall be sufficient when hand delivered or mailed to SCHOOL BOARD at its office located at 600 SE Third Ave., Ft. Lauderdale, FL 33301.

C. All notices shall be in writing, including email.

10. NON-DISCRIMINATION

A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

11. GRIEVANCE AND COMPLAINTS

THE SCHOOL BOARD OF BROWARD COUNTY and CSBD will utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

12. DISPUTE RESOLUTION

The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.

13. COMMUNICATIONS

A. CSBD and SCHOOL BOARD shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.

B. References to the local OSDS shall utilize the CSBD logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, SCHOOL BOARD agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by SCHOOL BOARD as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this MOU.

Each party to this MOU agrees to indemnify itself to the extent permitted by law and shall hold the other party harmless, and neither party shall be responsible to the other party for actions of its officers, agents, servants, and employees with respect to any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by a negligent act or omission of either party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this MOU including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The Parties agree to maintain such insurance as is appropriate to its own organization. Each Party agrees to conduct itself in accordance with the tenets of good faith in the execution of their responsibilities.

15. AGENCY OR EMPLOYMENT RELATIONSHIP

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

16. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

17. SIGNATURE IN COUNTERPARTS

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

18. ACCEPTANCE OF SCANNED SIGNATURES


Each counterpart of this MOU shall be considered valid if the person authorized to sign for each Party has applied his or her actual signature to the counterpart or the counterpart contains a scanned image (e.g., pdf, or tiff file extension name) of such signature delivered by the representative described in Section 9 as an attachment to the electronic mail (email). Such scanned signature shall be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: The School Board of Broward County, Florida by and through its Chair, authorized to execute same by Board action on the 21st day of July 2020 and CAREERSOURCE BROWARD, signing by and through its Chief Elected Officials, CSBD Chair and CSBD President/UCO, duly authorized to execute the same following Board Action on the 21st day of July, 2020.

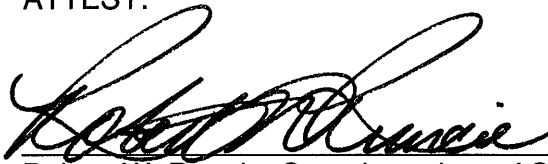
FOR SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 Digitally signed by Maya Moore
Reason: CareerSource Broward MOU
Date: 2020.07.13 14:21:59 -04'00'

Office of the General Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND CAREERSOURCE BROWARD FOR COOPERATIVE WORKFORCE TRAINING AND EMPLOYMENT EFFORTS

**FOR CAREERSOURCE BROWARD
WITNESSED BY:**

Jacqueline Valdes L.S.

Cheryl Lahoud L.S.

WITNESSED BY:

amy Winer L.S.

Moya Brathwaite L.S.

BY: 
(Signature)
Print Name: Josh Levy
TITLE: CSBD Chair
DATE: 09/03/2020

BY: Lisa J. Knowles
(Signature)
Print Name: Dr. Lisa Knowles
TITLE: BWDB Chair
DATE: 07/09/2020

ATTEST: CAREERSOURCE BROWARD

WITNESSED BY:

Amy winer L.S.

Moya Brathwaite L.S.

BY: Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 07/07/2020

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: Rochelle Daniels
Rochelle J. Daniels
General Counsel

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each Party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA and **CSBD** recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17-16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)).

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA will provide all art, logos, and content to submit to CSBD for publication within the time provided by CSBD.

Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** will pay CSBD the total of Six Hundred Forty-six and 47/100 Dollars (\$646.47) in three (3) separate payments of Two Hundred Fifteen and 49/100 Dollars (\$215.49) for the following periods:

- (1) July 1, 2020 through June 30, 2021, payable by October 31, 2020.
- (2) July 1, 2021 through June 30, 2022, payable by October 31, 2021.
- (3) July 1, 2022 through June 30, 2023, payable by October 31, 2022.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA will pay for the costs associated with its participation in the one-stop center as described above, subject to Section 8 (TERMINATION) of the MOU. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section 7 (MODIFICATIONS) of the MOU.

By their signatures below, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA agrees to be responsible for the costs associated with its participation in the one-stop which shall be paid by October 31st of each year of the associated MOU term until such time as the costs are renegotiated at which time the MOU and/or IFA will be amended.

**FOR CAREERSOURCE BROWARD
WITNESSED BY:**

Jacqueline Valdes L.S.

Cheryl Lahoud L.S.

BY: 
(Signature)
Print Name: Josh Levy
TITLE: CSBD Chair
DATE: 09/03/2020

WITNESSED BY:

amy Winer L.S.

Moya Brathwaite L.S.

BY: Lisa J. Knowles
(Signature)
Print Name: Dr. Lisa Knowles
TITLE: BWDB Chair
DATE: 07/09/2020

ATTEST: CAREERSOURCE BROWARD

WITNESSED BY:

Amy Winer L.S.

Moya Brathwaite L.S.

BY: Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 07/07/2020

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309


BY: Rochelle Daniels
Rochelle J. Daniels
General Counsel

FOR SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:


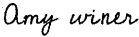
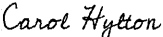

Digitally signed by Maya Moore
Reason: CareerSource Broward
Funding Agreement
Date: 2020.07.13 14:23:13 -04'00'

Office of the General Counsel



TRANSACTION DETAILS	DOCUMENT DETAILS
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Moya Brathwaite Email mbrathwaite@careersourcebroward.com Signer Sequence 2 Components 2	Status signed Multi-factor Digital Fingerprint Checksum 0c2eb8990778d73381de08ba7d7c78d7840579fed9de280470352e407e8c99d IP Address 67.23.70.69 Device Internet Explorer via Windows Typed Signature  Signature Reference ID A0131C72	Viewed At 07/08/2020 09:13 EDT Identity Authenticated At 07/08/2020 09:14 EDT Signed At 07/08/2020 09:14 EDT
Name Amy Winer Email awiner@careersourcebroward.com Signer Sequence 1 Components 2	Status signed Multi-factor Digital Fingerprint Checksum 67fdac2c15fd395be8f1ed3f7dbd9ba2422201ec2d3bd4e0d279dcd2d5e0e2ff IP Address 67.23.70.69 Device Internet Explorer via Windows Typed Signature  Signature Reference ID 1CCC5665	Viewed At 07/08/2020 08:17 EDT Identity Authenticated At 07/08/2020 08:17 EDT Signed At 07/08/2020 08:17 EDT
Name Carol Hylton Email chylton@careersourcebroward.com Signer Sequence 0 Components 4	Status signed Multi-factor Digital Fingerprint Checksum 74e3867c6894c7aeef62e62becdc89d5d0d3fcae0158419baa953295e0b4ef852 IP Address 67.23.70.69 Device Chrome via Windows Typed Signature  Signature Reference ID 0947E3B7	Viewed At 07/07/2020 22:42 EDT Identity Authenticated At 07/07/2020 22:43 EDT Signed At 07/07/2020 22:43 EDT

AUDITS

TIMESTAMP**AUDIT**

07/08/2020 09:15 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Internet Explorer via Windows from 67.23.70.69.
07/08/2020 09:14 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Internet Explorer via Windows from 67.23.70.69.
07/08/2020 09:13 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Internet Explorer via Windows from 67.23.70.69.
07/08/2020 08:17 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
07/08/2020 08:17 EDT	Amy Winer (awiner@careersourcebroward.com) signed the document on Internet Explorer via Windows from 67.23.70.69.
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07/07/2020 22:43 EDT	Amy Winer (awiner@careersourcebroward.com) was emailed a link to sign.
07/07/2020 22:43 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
07/07/2020 22:43 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
07/07/2020 22:42 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
07/07/2020 13:38 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
07/07/2020 13:38 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '2020_careersource_broward_and_sbbc_mou_and_ifa-r_mam_legally_sufficient.pdf' on Chrome via Windows from 67.23.70.69.



TRANSACTION DETAILS

Reference Number
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Transaction Type
 Signature Request

Sent At
 07/08/2020 09:44 EDT

Executed At
 07/09/2020 10:19 EDT

Identity Method
 email

Distribution Method
 email

Signed Checksum
 7e05e8e9114ae4c3d0beb94e746c4220ec415e54e79ea3373dc42dc57b948ef4

Signer Sequencing
 Enabled

Document Passcode
 Disabled

DOCUMENT DETAILS

Document Name
 2020 Careersource Broward And Sbbc Mou And Ifa-R Mam Legally Sufficient-With-Signed Certificate-1

Filename
 2020_careersource_broward_and_sbbc_mou_and_ifa-r_mam_legally_sufficient-with-signed_certificate-1.pdf

Pages
 15 pages

Content Type
 application/pdf

File Size
 232 KB

Original Checksum
 92ac881bc9b3edc52039abc8346db4f5ccb78882d3044ee3cddf0304db76bb7

SIGNERS

SIGNER

Name
 Moya Brathwaite

Email
 mbrathwaite@careersourcebroward.com

Signer Sequence
 2

Components
 2

E-SIGNATURE

Status
 signed

Multi-factor Digital Fingerprint Checksum
 405f1f83b9c0e123c050e8f25a7c446409fe1a6285d2881f78e3db1e02c66f1b6

IP Address
 67.23.70.69

Device
 Internet Explorer via Windows

Typed Signature

Signature Reference ID
 3CEDEA7E

EVENTS

Viewed At
 07/09/2020 10:18 EDT

Identity Authenticated At
 07/09/2020 10:19 EDT

Signed At
 07/09/2020 10:19 EDT

Name
 Amy Winer

Email
 awiner@careersourcebroward.com

Signer Sequence
 1

Components
 2

Status
 signed

Multi-factor Digital Fingerprint Checksum
 c20f4e7d8fc03e7b0b11534eb3c08c0bda5eb4a0c0583621b30d1e0d66523a179

IP Address
 67.23.70.69

Device
 Internet Explorer via Windows

Typed Signature

Signature Reference ID
 64952875

Viewed At
 07/09/2020 09:03 EDT

Identity Authenticated At
 07/09/2020 09:03 EDT

Signed At
 07/09/2020 09:03 EDT

Name
 Dr. Lisa Knowles

Email
 lisaknowles70@gmail.com

Signer Sequence
 0

Components
 4

Status
 signed

Multi-factor Digital Fingerprint Checksum
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IP Address
 108.74.31.118

Device
 Mobile Safari via IOS

Typed Signature

Signature Reference ID
 DA75B79C

Viewed At
 07/09/2020 09:00 EDT

Identity Authenticated At
 07/09/2020 09:01 EDT

Signed At
 07/09/2020 09:01 EDT

AUDITS

TIMESTAMP**AUDIT**

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07/09/2020 10:19 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Internet Explorer via Windows from 67.23.70.69.
07/09/2020 10:18 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Internet Explorer via Windows from 67.23.70.69.
07/09/2020 10:18 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a reminder.
07/09/2020 09:03 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
07/09/2020 09:03 EDT	Amy Winer (awiner@careersourcebroward.com) signed the document on Internet Explorer via Windows from 67.23.70.69.
07/09/2020 09:03 EDT	Amy Winer (awiner@careersourcebroward.com) authenticated via email on Internet Explorer via Windows from 67.23.70.69.
07/09/2020 09:03 EDT	Amy Winer (awiner@careersourcebroward.com) viewed the document on Internet Explorer via Windows from 67.23.70.69.
07/09/2020 09:01 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) signed the document on Mobile Safari via iOS from 108.74.31.118.
07/09/2020 09:01 EDT	Amy Winer (awiner@careersourcebroward.com) was emailed a link to sign.
07/09/2020 09:01 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) authenticated via email on Mobile Safari via iOS from 108.74.31.118.
07/09/2020 09:00 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) viewed the document on Mobile Safari via iOS from 108.74.31.118.
07/09/2020 09:00 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) viewed the document on Mobile Safari via iOS from 108.74.31.118.
07/09/2020 08:57 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) viewed the document on Mobile Safari via iOS from 108.74.31.118.
07/08/2020 14:13 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) viewed the document on Mobile Safari via iOS from 107.72.178.18.
07/08/2020 09:47 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) viewed the document on Mobile Safari via iOS from 108.74.31.118.
07/08/2020 09:45 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) viewed the document on Mobile Safari via iOS from 108.74.31.118.
07/08/2020 09:44 EDT	Dr. Lisa Knowles (lisa Knowles70@gmail.com) was emailed a link to sign.
07/08/2020 09:44 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '2020_careersource_broward_and_sbhc_mou_and_ifa-r_mam_legally_sufficient-with-signed_certificate-1.pdf' on Chrome via Windows from 67.23.70.69.



TRANSACTION DETAILS

Reference Number
AAF2F45E-7113-43C4-A5BA-1A308E290846

Transaction Type
Signature Request

Sent At
09/03/2020 11:38 EDT

Executed At
09/03/2020 12:07 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
07752a6c942951bc378271cc80ee5c65985a081a0f34a2061fe1180cc2dacde2

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
2020-2023-Sbbc And Csbd Mou

Filename
2020-2023-sbbc_and_csbd_mou.pdf

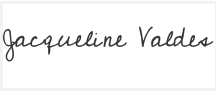

Pages
18 pages

Content Type
application/pdf

File Size
1.03 MB

Original Checksum
ce46d42449675cb6691fd000adc28e7821624da60781a72b90c7c9da34857fb7

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Jacqueline Valdes</p> <p>Email jvaldes@hollywoodfl.org</p> <p>Signer Sequence 1</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum e8c575156963fd70addf90936842535b2068d361f2878d55c81b52aea8ade502</p> <p>IP Address 72.55.24.66</p> <p>Device Internet Explorer via Windows</p> <p>Typed Signature</p>  <p>Signature Reference ID D4EFE76E</p>	<p>Viewed At 09/03/2020 11:57 EDT</p> <p>Identity Authenticated At 09/03/2020 11:58 EDT</p> <p>Signed At 09/03/2020 11:58 EDT</p>
<p>Name Mayor Josh Levy</p> <p>Email jlevy@hollywoodfl.org</p> <p>Signer Sequence 0</p> <p>Components 4</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 5e693b049333c758e4d92f38d9cae303604e590f1770c5cfa1ba634439378693</p> <p>IP Address 73.138.249.210</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature</p>  <p>Signature Reference ID D591E98A</p> <p>Signature Biometric Count 33</p>	<p>Viewed At 09/03/2020 11:54 EDT</p> <p>Identity Authenticated At 09/03/2020 11:55 EDT</p> <p>Signed At 09/03/2020 11:55 EDT</p>

AUDITS

TIMESTAMP	AUDIT
09/03/2020 12:07 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) force completed document '2020-2023-sbbc_and_csbd_mou.pdf' on Chrome via Windows from 67.23.70.69.
09/03/2020 12:07 EDT	Component 'Signature Field 3' assigned to signer3 was removed as the document was force completed.
09/03/2020 12:07 EDT	Component 'Signature Field 6' assigned to signer3 was removed as the document was force completed.
09/03/2020 12:07 EDT	Nancy Weisberg-Carusio (nweisberg@hollywoodfl.org) was removed from document aaf2f45e-7113-43c4-a5ba-1a308e290846 as the document was force completed.
09/03/2020 11:58 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) signed the document on Internet Explorer via Windows from 72.55.24.66.
09/03/2020 11:58 EDT	Nancy Weisberg-Carusio (nweisberg@hollywoodfl.org) was emailed a link to sign.

TIMESTAMP	AUDIT
09/03/2020 11:58 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) authenticated via email on Internet Explorer via Windows from 72.55.24.66.
09/03/2020 11:57 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) viewed the document on Internet Explorer via Windows from 72.55.24.66.
09/03/2020 11:55 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) signed the document on Mobile Safari via iOS from 73.138.249.210.
09/03/2020 11:55 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) was emailed a link to sign.
09/03/2020 11:55 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) authenticated via email on Mobile Safari via iOS from 73.138.249.210.
09/03/2020 11:54 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) viewed the document on Mobile Safari via iOS from 73.138.249.210.
09/03/2020 11:52 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) viewed the document on Mobile Safari via iOS from 73.138.249.210.
09/03/2020 11:38 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) was emailed a link to sign.
09/03/2020 11:38 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '2020-2023-sbbc_and_csbd_mou.pdf' on Chrome via Windows from 67.23.70.69.



TRANSACTION DETAILS

Reference Number
A2F89C52-85DB-479D-B870-16076B6EBD53

Transaction Type
Signature Request

Sent At
09/03/2020 12:12 EDT

Executed At
09/03/2020 12:30 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
f39a94fd7bb5334815aff18c5268eebfc4d78d6e1e44fb6c77a4bee97bc83a62

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
2020-2023-Sbbc And CsbD Mou-Signed-Certificate

Filename
2020-2023-sbbc_and_csbD_mou-signed-certificate.pdf


Pages
20 pages

Content Type
application/pdf

File Size
1.13 MB

Original Checksum
2909384458887b3b2870102c0cf237d91e60e5247d2ad60434ce43ebb58e3b04

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Cheryl Lahoud Email clahoud@hollywoodfl.org Components 2	Status signed Multi-factor Digital Fingerprint Checksum 5a411ef6aa5302db4506f18a279fa180f3b61239a52332ca81e4f372bea1e429 IP Address 72.55.24.66 Device Internet Explorer via Windows Typed Signature  Signature Reference ID BAEDF763	Viewed At 09/03/2020 12:27 EDT Identity Authenticated At 09/03/2020 12:30 EDT Signed At 09/03/2020 12:30 EDT

AUDITS

TIMESTAMP	AUDIT
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09/03/2020 12:30 EDT	Cheryl Lahoud (clahoud@hollywoodfl.org) authenticated via email on Internet Explorer via Windows from 72.55.24.66.
09/03/2020 12:27 EDT	Cheryl Lahoud (clahoud@hollywoodfl.org) viewed the document on Internet Explorer via Windows from 72.55.24.66.
09/03/2020 12:27 EDT	Cheryl Lahoud (clahoud@hollywoodfl.org) viewed the document on Internet Explorer via Windows from 72.55.24.66.
09/03/2020 12:12 EDT	Cheryl Lahoud (clahoud@hollywoodfl.org) was emailed a link to sign.
09/03/2020 12:12 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '2020-2023-sbbc_and_csbD_mou-signed-certificate.pdf' on Chrome via Windows from 67.23.70.69.



TRANSACTION DETAILS

Reference Number
01AEF3D9-5AFA-4E0A-8FB0-D30D16F24544

Transaction Type
Signature Request

Sent At
09/10/2020 16:34 EDT

Executed At
09/11/2020 15:12 EDT

Identity Method
email

Distribution Method
email

Signed Checksum

17ad25d0e976ea2c92eb8223f186df179f83739d0dec7ba96c315dc1ddf1e29b

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Executed- 2020-2023-Sbbc And CsbD Mou-With Signed Certificates

Filename
executed-_2020-2023-sbbc_and_csbD_mou-with_signed_certificates.pdf

Pages
21 pages


Content Type
application/pdf

File Size
1.16 MB

Original Checksum

582cfd7f59d02390b4b2c53f122e3e0d0e9d91fcb0f1d197996f65fced909c8e

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Rochelle Daniels	Status signed	Viewed At 09/11/2020 15:11 EDT
Email rdaniels@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum a2681ef4b78c3bc073754ee9d9b782f2a512e5abf2a95281b2e6e04a4d124330	Identity Authenticated At 09/11/2020 15:12 EDT
Components 2	IP Address 67.23.70.69	Signed At 09/11/2020 15:12 EDT
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 5E12B771	

AUDITS

TIMESTAMP	AUDIT
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09/11/2020 15:12 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
09/11/2020 15:11 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
09/10/2020 16:34 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) was emailed a link to sign.
09/10/2020 16:34 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'executed-_2020-2023-sbbc_and_csbD_mou-with_signed_certificates.pdf' on Chrome via Windows from 67.23.70.69.

MEMORANDUM OF UNDERSTANDING

Between

CAREERSOURCE BROWARD

and

OPPORTUNITIES INDUSTRIALIZATION CENTERS OF SOUTH FLORIDA

This Memorandum of Understanding (“MOU”) is entered into by and between CareerSource Broward (“CSBD”) as the administrative entity for the CSBD Council of Elected Officials (“Council”) and for the Broward Workforce Development Board, Inc. (“BWDB”) and the Opportunities Industrialization Centers of South Florida (hereinafter referred to as “OIC”), a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (“WIOA”) as a result of their grantee status through the award of YouthBuild and Second Chance program grants.

RECITALS

The Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 (“WIOA”) requires that the Broward Workforce Development Board, Inc., a not-for-profit Florida corporation (“BWDB”), enter into an MOU with each one-stop partner identified in the legislation.

CSBD serves as the administrative entity for both the BWDB and the Council of Elected Officials (“Council”) in Workforce Development Area 22, which encompasses OIC, Florida and is authorized to enter this MOU on behalf of the BWDB.

OIC is a one-stop partner identified in WIOA Sec. 121 because they provide access to programs and activities carried out by one-stop partners.

WIOA requires the BWDB to competitively select a one-stop operator, and CSBD has informed OIC that BWDB has selected Workforce Guidance Associates, LLC, a Florida limited liability company, as the contracted one-stop operator in OIC, which assists CSBD in coordination among the one-stop partners.

WIOA requires that each one-stop partner shall enter an MOU which describes the integration and coordination of each partner’s program services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSBD and OIC agree as follows:

1. PARTIES

The Parties to this Memorandum of Understanding ("MOU") are CSBD and OIC. The Parties acknowledge that the recitals above are true and correct.

2. PURPOSE

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access to their programs, CSBD to the WIOA, and other workforce funding streams under their administration; and OIC to their Pathways (JMF), Pathways (federal), and WWEP Transfer Act of 2006, 29 USC 17501 April 9, 2008 and other grant programs.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Follow established processes for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource Broward One- Stop Career Center.

3. VISION

- A. WIOA envisions an integrated and coordinated workforce delivery system. To accomplish the intent set forth in WIOA for the workforce development system, CSBD and OIC shall work together with all the WIOA one-stop partners on system design and access, shared services and customers as appropriate, and shared costs as required under WIOA.
- B. To accomplish the vision and goals set forth in WIOA, CSBD and OIC shall:
 - a. Identify the customer's needs as the first priority with the focus on individualized and quality customer service.
 - b. Follow-through on cross-partner referrals and customer connections on a timely basis.
 - c. Commit to continuous learning about each other and the other partners' programs leading to a better understanding of opportunities for coordination of services.

- d. Recognize and respect each partner's constraints.
- e. Be open to change.

4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES

A. Services provided through the OSDS. Services provided through the OSDS shall include:

- a. WIOA Title I Adult, Dislocated Worker , and Youth Program services
- b. Referral to WIOA Title II Adult Education and Family Literacy Act services
- c. WIOA Title III Wagner- Peyser Act employment services
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Referral to Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Referral to Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Act Program
- m. Referral to Youth Build U.S.A. program
- n. Referral to Second Chance programs
- o. At this time HUD Employment and Training, Jobs Corps, and Migrant and Seasonal Farmworker Programs are not offered in the workforce development area.

B. Access to Services. CSBD and OIC will make their program services accessible through the OSDS by:

- a. Exchanging participants' eligibility requirements for their workforce funding streams, identifying their program career services and designating services and activities which may be appropriate for integration into the OSDS.
- b. Jointly developing and participating in training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
- c. Coordinating outreach and recruitment through links on each other's websites where possible.
- d. Collaborate data share agreement such as demographics, job placement, success stories and other intake related information.

C. Coordinating Services. CSBD and OIC shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources to streamline activities as appropriate to each partner's funding stream and the needs of the individual participants.
- b. Working together on enhancing employer engagement to build a demand-driven system.
- c. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.
- d. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.

D. Cross Referral. CSBD and OIC shall consider policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and to align the policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
- b. Utilizing established methods for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.

E. Information Sharing. CSBD and OIC shall explore and identify mechanisms for sharing information about their common customers by agreeing to a common release form to be executed by common customers, as approved by OIC, and CSBD's President.

- a. The Parties shall adhere to appropriate internal controls and security to protect the privacy of their common customers.
- b. The Parties shall comply with the confidentiality provisions of the respective statutes applicable to their funding streams.

F. Accessibility. CSBD and OIC shall follow the same or similar processes to serve individuals with barriers, including consideration of technological tools for individuals with disabilities in each of the one-stop centers and affiliate locations.

5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

- A. CSBD and OIC agree to support infrastructure and operating costs of the one stop system in accordance with the cost principles of 2 CFR 200 et al, proportionate to OIC's use of the one stop and an agreed upon methodology.
- B. CSBD and OIC have opted for Option 3 as presented in USDOL Training and Employment Guidance 16-16 which provides for CSBD and OIC "making available a direct linkage through technology such as their websites and telephones to a program staff member who can provide meaningful information or services.

- C. If either of the parties are unable to agree on the contributions to the one-stop infrastructure and operating costs, they may appeal to the Governor. If the appeal results in a change to partner's contributions, the parties agree to modify and update the MOU to reflect the final one-stop partner infrastructure cost contributions.

6. TERM

This MOU shall commence on July 1st, 2020 and shall remain in full force and effect until June 30th, 2023, unless the MOU is terminated by either party in accordance with the terms set forth below and in Section 8 (TERMINATION).

7. MODIFICATION

- A. The MOU shall be reviewed at least once every three years and shall be modified to reflect changes in the terms, conditions or scope of work.
- B. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
 - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and infrastructure cost sharing methodologies
 - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties.

8. TERMINATION

- A. Either party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification via USPS mail or electronic means with a delivery receipt to the other party.
- B. In the event of termination during any period of time that a MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

9. NOTICES

- A. All notices required to be given to CSBD under this MOU shall be sufficient when hand delivered or mailed to CSBD at its office located at 2890 West Cypress Creek Rd., Fort Lauderdale, FL 33309, addressed to the CSBD President/CEO.
- B. All notices required to be given to OIC under this MOU shall be sufficient when hand delivered or mailed to the OIC at its office located at 3407 NW 9 Avenue, Suite 100, Ft. Lauderdale, FL 33309 addressed to the President/CEO.

C. All notices shall be in writing, including email.

10. NON DISCRIMINATION

A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.

B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

11. GRIEVANCE AND COMPLAINTS

OIC and CSBD will utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

12. DISPUTE RESOLUTION

The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.

13. COMMUNICATIONS

CSBD and OIC agree that references to the local OSDS shall utilize the CSBD logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, OIC agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by CSBD as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this MOU.

Each party to this MOU agrees to indemnify itself to the extent permitted by law and shall hold the other party harmless, and neither party shall be responsible to the other party for actions of its officers, agents, servants, and employees with respect to any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court

costs, and expenses, caused by a negligent act or omission of either party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this MOU including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The parties agree to maintain such insurance as is appropriate to its own organization. Each party agrees to conduct itself in accordance with the tenets of good faith in the execution of their responsibilities.

15. AGENCY OR EMPLOYMENT RELATIONSHIP

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

16. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

17. SIGNATURE IN COUNTERPARTS

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

18. ACCEPTANCE OF SCANNED SIGNATURES

Each counterpart of this MOU shall be considered valid if the person authorized to sign for each Party has applied his or her actual signature to the counterpart or the counterpart contains a scanned image (e.g., pdf, or tiff file extension name) of such signature delivered by the representative described in Section 9 as an attachment to the electronic mail (email). Such scanned signature shall be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding on the respective dates under each signature: Opportunities Industrialization Centers Inc. of South Florida Foundation through its EXECUTIVE (Board, Commission, Executive, as applicable) signing by and through its PRESIDENT/CEO (Title of Signatory) following EXECUTIVE (Board, Commission, Executive) action on the ___ day of June, 2020 and CAREERSOURCE BROWARD, signing by and through its Chief Elected Officials, CSBD Chair and CSBD President/UCO, duly authorized to execute the same following Board Action on the ___ day of June, 2020.

FOR THE OPPORTUNITIES INDUSTRIALIZATION CENTERS OF SOUTH FLORIDA FOUNDATION

WITNESSED BY:

DocuSigned by:
Carmen Barreto L.S.
EC2D7AD0FF18A47C...
DocuSigned by:
Sharard Walker L.S.
6490831E1C064E6...

DocuSigned by:
Newton Sanon
BY: Newton Sanon
(Signature) 11283193BD67043F...
NEWTON SANON
Printed Name
TITLE: PRESIDENT/CEO
DATE: 6/26/2020

FOR CAREERSOURCE BROWARD

WITNESSED BY:

Nancy Ellen Caruso L.S.
Jacqueline Valdes L.S.

BY: Josh Levy
(Signature)
Print Name: Josh Levy
TITLE: CSBD Chair
DATE: 07/28/2020

WITNESSED BY:

amy winer L.S.
Moya Brathwaite L.S.

BY: Lisa J. Knowles
(Signature)
Print Name: Dr. Lisa Knowles
TITLE: BWDB Chair
DATE: 07/07/2020

WITNESSED BY:

Amy Winer L.S.

Moya Brathwaite L.S.

BY: Mason C Jackson Jr
(Signature)

Print Name: Mason C. Jackson

TITLE: President/CEO

DATE: 06/30/2020

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: Rochelle Daniels
Rochelle J. Daniels
General Counsel

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each Party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

CSBD and OIC recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17-16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

OIC of South Florida has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). This will be done through a web page in which OIC of South Florida will provide information about the services and ways in which to access those services. CSBD will host the web page at a cost of \$215.49 per year.

Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, OIC of South Florida will pay CSBD the total of Six Hundred Forty-six and 47/100 Dollars (\$646.47) in three (3) separate payments of Two Hundred Fifteen and 49/100 Dollars (\$215.49) for the following periods:

- (1) July 1, 2020, through June 30, 2021, payable by October 31, 2020.
- (2) July 1, 2021 through June 30, 2022, payable by October 31, 2021.
- (3) July 1, 2022 through June 30, 2023, payable by October 31, 2022.

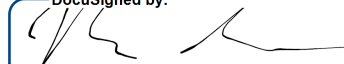
OIC will pay for the costs associated with its participation in the one-stop center. as described above, subject to Section 8 (TERMINATION). The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section 7 (MODIFICATIONS).

By their signatures below, OIC of South Florida agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and or attached IFA will be amended.

I have the legal authority to bind my agency:

Mason C Jackson Jr 06/30/2020

Signature of CEO of CareerSource Broward/ Date

DocuSigned by:

2AB8F93BD67043F...

Signature of CEO of OIC of South Florida/ Date

Newton Sanon President/CEO

Printed Name and Title



TRANSACTION DETAILS

Reference Number
 2879CEC3-1B47-4F3C-A795-4CDF95B092C6

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 Signature Request

Sent At
 06/30/2020 15:51 EDT

Executed At
 07/06/2020 09:28 EDT

Identity Method
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Distribution Method
 email

Signed Checksum
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Signer Sequencing
 Enabled

Document Passcode
 Disabled

DOCUMENT DETAILS

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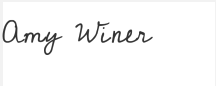

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SIGNERS

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<p>Name Mason C Jackson Jr</p> <p>Email mcj@careersourcebroward.com</p> <p>Signer Sequence 0</p> <p>Components 4</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0cafc5c548c754c8516ee4a19baa1b95adf9a299db7c8b9d2595d6e4b17f1db4</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 8ABFD14E</p>	<p>Viewed At 06/30/2020 16:24 EDT</p> <p>Identity Authenticated At 06/30/2020 16:30 EDT</p> <p>Signed At 06/30/2020 16:30 EDT</p>

AUDITS

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06/30/2020 16:30 EDT	Mason C Jackson Jr (mcj@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
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06/30/2020 15:51 EDT

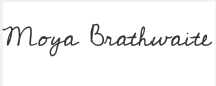
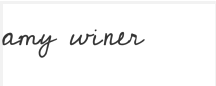
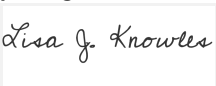
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TRANSACTION DETAILS **DOCUMENT DETAILS**

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SIGNERS

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<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum e5f788810f1c4ec1f68d6b5be72bc82f9f33cd80303134e13a2b32e13c049177</p> <p>IP Address 67.23.70.69</p> <p>Device Internet Explorer via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID C6CDAE7C</p>	<p>Viewed At 07/08/2020 09:09 EDT</p> <p>Identity Authenticated At 07/08/2020 09:11 EDT</p> <p>Signed At 07/08/2020 09:11 EDT</p>
<p>Name Amy Winer</p> <p>Email awiner@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 1e135e60364d1580fd1e26a29170dfa949c3598e71c14cd81827be82bdde7792</p> <p>IP Address 67.23.70.69</p> <p>Device Internet Explorer via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID A9731F06</p>	<p>Viewed At 07/08/2020 08:56 EDT</p> <p>Identity Authenticated At 07/08/2020 08:56 EDT</p> <p>Signed At 07/08/2020 08:56 EDT</p>
<p>Name Dr. Lisa Knowles</p> <p>Email lisaknowles70@gmail.com</p> <p>Signer Sequence 0</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 1065e75811dd2e42e5a0eb588f8e85ecc36c5aeedf0d700eae8f41f4dc549b06</p> <p>IP Address 108.74.31.118</p> <p>Device Mobile Safari via iOS</p> <p>Typed Signature </p> <p>Signature Reference ID 3BA8A2A1</p>	<p>Viewed At 07/07/2020 16:35 EDT</p> <p>Identity Authenticated At 07/07/2020 16:36 EDT</p> <p>Signed At 07/07/2020 16:36 EDT</p>

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SIGNERS

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<p>Name Nancy Weisberg-Caruso</p> <p>Email nweisberg@hollywoodfl.org</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum efd64c31da4494958f11c3ce4ecd8db52cf3a161f00e7b136ac3aaefdfbeee</p> <p>IP Address 72.55.24.66</p> <p>Device Chrome via Windows</p> <p>Typed Signature</p>  <p>Signature Reference ID 9894642B</p>	<p>Viewed At 07/28/2020 15:28 EDT</p> <p>Identity Authenticated At 07/28/2020 15:29 EDT</p> <p>Signed At 07/28/2020 15:29 EDT</p>
<p>Name Mayor Josh Levy</p> <p>Email jlevy@hollywoodfl.org</p> <p>Signer Sequence 0</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum a2c792ef06506abf70da7e469ff5b871695ab33833c96f2076bd837df0d5ecd2</p> <p>IP Address 72.55.24.66</p> <p>Device Internet Explorer via Windows</p> <p>Drawn Signature</p>  <p>Signature Reference ID ECD79A92</p> <p>Signature Biometric Count 69</p>	<p>Viewed At 07/28/2020 15:15 EDT</p> <p>Identity Authenticated At 07/28/2020 15:17 EDT</p> <p>Signed At 07/28/2020 15:17 EDT</p>

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Sent At
07/28/2020 16:19 EDT

Executed At
07/28/2020 20:26 EDT

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File Size
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SIGNERS

SIGNER

Name
Rochelle Daniels
Email
rdaniels@careersourcebroward.com
Components
1

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
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IP Address
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Device
Chrome via Windows

Typed Signature

Signature Reference ID
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EVENTS

Viewed At
07/28/2020 20:25 EDT
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07/28/2020 20:26 EDT
Signed At
07/28/2020 20:26 EDT

AUDITS

TIMESTAMP

AUDIT

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- 07/28/2020 16:19 EDT Rochelle Daniels (rdaniels@careersourcebroward.com) was emailed a link to sign.
- 07/28/2020 16:19 EDT Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '2020_oic_mou-careersource_broward-with-signed_certificates_3.pdf' on Chrome via Windows from 67.23.70.69.

MEMORANDUM OF UNDERSTANDING

Between

CAREERSOURCE BROWARD

and

BROWARD COLLEGE

This Memorandum of Understanding (“MOU”) is entered into by and between CareerSource Broward (“CSBD”) as the administrative entity for the CSBD Council of Elected Officials (“Council”) and for the Broward Workforce Development Board, Inc. (“BWDB”) and The District Board of Trustees of Broward College, Florida, (hereinafter “Broward College”), a body politic and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (“WIOA”). CSBD and Broward College are collectively referred to as the “Parties” and individually as the “Party.”

RECITALS

The Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 (“WIOA”) requires that the Broward Workforce Development Board, Inc., a not-for-profit Florida corporation (“BWDB”), enter into an MOU with each one-stop partner identified in the legislation.

CSBD serves as the administrative entity for both the BWDB and the Council of Elected Officials (“Council”) in Workforce Development Area 22, which encompasses Broward College and is authorized to enter this MOU on behalf of the BWDB.

Broward College is a one-stop partner identified in WIOA Sec. 121 as a provider of Postsecondary Career and Technical Education programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.).

WIOA requires the BWDB to competitively select a one-stop operator, and CSBD has informed Broward College that it has selected Workforce Guidance Associates, LLC, a Florida limited liability company, as the contracted one-stop operator which assists CSBD in coordination among the one-stop partners.

WIOA requires that each one-stop partner shall enter an MOU which describes the integration and coordination of each partner’s program services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSBD and BROWARD COLLEGE agree as follows:



1. PARTIES

The Parties to this Memorandum of Understanding ("MOU") are CSBD and BROWARD COLLEGE. The Parties acknowledge that the recitals above are true and correct.

2. PURPOSE

The purpose of this MOU is to state how each of the Parties will:

A. Provide access, including access for individuals with barriers to employment, to Adult Literacy and post-secondary Career and Technical Education program services through the CareerSource Broward One-Stop Career Centers which are a part of the American Job Center network system.

B. Follow established processes for the referral of customers to each other when appropriate for the customer.

C. Follow established processes for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.

D. Accomplish the purposes of this MOU in a non-discriminatory environment.

E. Support the infrastructure and operating costs of the CareerSource Broward One-Stop Career Center.

3. VISION

A. WIOA envisions an integrated and coordinated workforce delivery system. To accomplish the intent set forth in WIOA for the workforce development system, CSBD and BROWARD COLLEGE shall work together with all the WIOA one-stop partners on system design and access, shared services and customers as appropriate, and shared costs as required under WIOA.

B. To accomplish the vision and goals set forth in WIOA, CSBD and BROWARD COLLEGE shall:

a. Identify the customer's needs as the first priority with the focus on individualized and quality customer service.

b. Follow-through on cross-partner referrals and customer connections on a timely basis.

c. Commit to continuous learning about each other and the other partners' programs leading to a better understanding of opportunities for coordination of services.

d. Recognize and respect each partner's constraints.

e. Be open to change.



4. ONE-STOP DELIVERY SYSTEM (“OSDS”) SERVICES

A. **Services provided through the OSDS.** Services provided through the OSDS shall include:

- a. WIOA Title I Adult, Dislocated Worker , and Youth Program services
- b. Referral to WIOA Title II Adult Education and Family Literacy Act services
- c. WIOA Title III Wagner- Peyser Act employment services
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Referral to Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Referral to Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida’s Welfare Transition Program
- l. Supplemental Nutrition Act Program
- m. Referral to Youth/ Build U.S.A. program
- n. Referral to Second Chance programs

B. **Access to Services.** CSBD and BROWARD COLLEGE will make their program services accessible through the OSDS by:

- a. Exchanging participants’ eligibility requirements for their workforce funding streams, identifying their program career services and designating services and activities which may be appropriate for integration into the OSDS.
- b. Jointly developing and participating in training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
- c. Coordinating outreach and recruitment through links on each other’s websites where possible.

C. **Coordinating Services.** CSBD and BROWARD COLLEGE shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as by co-locating in a comprehensive or affiliate one-stop location site.
- b. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- c. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other’s services.



d. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.

D. Cross Referral. CSBD and BROWARD COLLEGE shall consider policies and procedures which would encourage the referral of customers to each other as appropriate by:

a. Reviewing their individual program policies, procedures and processes and to align the policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.

b. Utilizing established methods for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.

E. Information Sharing. CSBD and BROWARD COLLEGE shall explore and identify mechanisms for sharing information about their common customers by agreeing to a common release form to be executed by common customers, as approved by BROWARD COLLEGE, and CSBD's President.

a. The Parties shall adhere to appropriate internal controls and security to protect the privacy of their common customers.

b. The Parties shall comply with the confidentiality provisions of the respective statutes applicable to their funding streams.

F. Accessibility. CSBD and BROWARD COLLEGE shall follow the same or similar processes to serve individuals with barriers, including consideration of technological tools for individuals with disabilities in each of the one-stop centers and affiliate locations.

5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

A. CSBD and Broward College have a commitment to contribute to the infrastructure costs of the one-stop system in the local workforce area.

B. CSBD and Broward College agree contribute to the operating costs, proportionate use and an agreed upon methodology.

C. This Memorandum of Understanding complies with the one-stop infrastructure costs through the use of technology. See Attachment "A".

6. TERM

This MOU shall commence on July 1st, 2020 and shall remain in full force and effect until June 30th, 2023, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).



7. MODIFICATION

A. The MOU shall be reviewed at least once every three years and shall be modified to reflect changes in the terms, conditions or scope of work.

B. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:

a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and infrastructure cost sharing methodologies

b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties.

8. TERMINATION

A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES). Broward College and CSBD's President may issue any notice of termination authorized by this MOU.

B. In the event of termination during any period of time that a MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

9. NOTICES

A. All notices required to be given to CSBD under this MOU shall be sufficient when hand delivered or mailed to CSBD at its office located at 2890 West Cypress Creek Rd., Fort Lauderdale, FL 33309, addressed to the CSBD President/CEO.

B. All notices required to be given to Broward College under this MOU shall be sufficient when hand delivered or mailed to the President of Broward College or his/her designee at its office located at 111 East Las Olas Boulevard, 12th Floor Administration Offices, Ft. Lauderdale, FL 33301 and 111 East Las Olas Boulevard, Office of the General Counsel-5th Floor, Ft. Lauderdale, FL 33301.

C. All notices shall be in writing, including email.

10. NON DISCRIMINATION

A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.



B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

11. GRIEVANCE AND COMPLAINTS

BROWARD COLLEGE and CSBD will utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

12. DISPUTE RESOLUTION

The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.

13. COMMUNICATIONS

A. CSBD and BROWARD COLLEGE shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.

B. References to the local OSDS shall utilize the CSBD logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, Broward College agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Broward College as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this MOU.

Each party to this MOU agrees to indemnify itself to the extent permitted by law and shall hold the other party harmless, and neither party shall be responsible to the other party for actions of its officers, agents, servants, and employees with respect to any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by a negligent act or omission of either party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this MOU including, without limitation, any and all claims,



demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The parties agree to maintain such insurance as is appropriate to its own organization. Each party agrees to conduct itself in accordance with the tenets of good faith in the execution of their responsibilities.

15. AGENCY OR EMPLOYMENT RELATIONSHIP

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

16. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

17. SIGNATURE IN COUNTERPARTS

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

18. ACCEPTANCE OF SCANNED SIGNATURES

Each counterpart of this MOU shall be considered valid if the person authorized to sign for each Party has applied his or her actual signature to the counterpart or the counterpart contains a scanned image (e.g., pdf, or tiff file extension name) of such signature delivered by the representative described in Section 9 as an attachment to the electronic mail (email). Such scanned signature shall be treated in all respects as having the same effect as an original signature.



IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: The District Board Of Trustees of Broward College, Florida, through its Broward College Administrator, authorized to execute same by Mildred Coyne on the 29th day of July, 2020 and CAREERSOURCE BROWARD, signing by and through its Chief Elected Officials, CSBD Chair and CSBD President/CEO, duly authorized to execute the same.

AS TO: BROWARD COLLEGE

WITNESSED BY:

DocuSigned by:
Ashanti Messias-Smith
01334AF0811C497 L.S.

DocuSigned by:
Elizabeth Bravin
2E30037A8F3A4AD... L.S.

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA, by and through its BROWARD COLLEGE administrator

BY: DocuSigned by:
Mildred Coyne
Signature E441...

Mildred Coyne

Printed Name

TITLE: SVP, Workforce Ed

DATE: 7/29/2020

AS TO: CAREERSOURCE BROWARD

WITNESSED BY:

Jacqueline Valdes L.S.

Nancy Ellen Caruso L.S.

BY: (Signature)

Print Name: The Honorable, Josh Levy, Mayor

TITLE: CSBD Chair

DATE: 07/30/2020

WITNESSED BY:

Amy Winer L.S.

Moya Brathwaite L.S.

BY: Lisa J. Knowles
(Signature)

Print Name: Dr. Lisa Knowles

TITLE: BWDB Chair

DATE: 07/30/2020



FOR CAREERSOURCE BROWARD

WITNESSED BY:

Amy Winer L.S.

Moya Brathwaite L.S.

BY: Carol Hylton
(Signature) CAROL HYLTON

Print Name: Mason C. Jackson Jr.

TITLE: President/CEO

DATE: 07/29/2020

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: Rochelle Daniels
Rochelle J. Daniels
General Counsel



Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each Party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

BROWARD COLLEGE and **CSBD** recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17-16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

BROWARD COLLEGE has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)).

BROWARD COLLEGE will provide all art, logos, and content to submit to **CSBD** for publication within the time provided by **CSBD**.

Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, **BROWARD COLLEGE** will pay **CSBD** the total of Six Hundred Forty-six and 47/100 Dollars (\$646.47) in three (3) separate payments of Two Hundred Fifteen and 49/100 Dollars (\$215.49) for the following periods:

- (1) July 1, 2020, through June 30, 2021, payable by October 31, 2020.
- (2) July 1, 2021 through June 30, 2022, payable by October 31, 2021.
- (3) July 1, 2022 through June 30, 2023, payable by October 31, 2022.

BROWARD COLLEGE will pay for the costs associated with its participation in the one-stop center. as described above, subject to Section 8 (TERMINATION). The Parties



may mutually negotiate costs at the time of subsequent written amendments, subject to Section 7 (MODIFICATIONS).

By their signatures below, Broward College agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and or attached IFA will be amended.

I have the legal authority to bind my agency:

DocuSigned by:
Mildred Coyne

DCAAB8DE1B7E441
Signature

7/29/2020

Date

Mildred G. Coyne, Ed.D.

Printed Name and Title

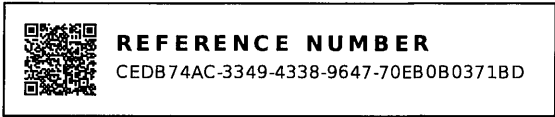
Senior Vice President, Workforce Education and Innovation

Agency Name

Broward College


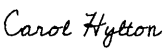
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
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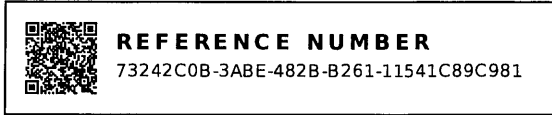
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Distribution Method
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SIGNERS

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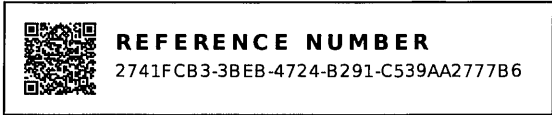
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SIGNERS

SIGNER **E-SIGNATURE** **EVENTS**

Name
 Nancy Weisberg-Caruso

Email
 nweisberg@hollywoodfl.org

Signer Sequence
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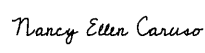
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Signed At
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Name
 Jacqueline Valdes

Email
 jvaldes@hollywoodfl.org

Signer Sequence
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Typed Signature


Signature Reference ID
 AB01C208

Viewed At
 07/31/2020 11:35 EDT

Identity Authenticated At
 07/31/2020 11:35 EDT

Signed At
 07/31/2020 11:35 EDT

Name
 Mayor Josh Levy

Email
 jlevy@hollywoodfl.org

Signer Sequence
 0


Components
 2

Status
 signed

Multi-factor Digital Fingerprint Checksum
 007d2b17bb59e7e7da688c1542115bae5047a060319d3e87249b64851613e33f

IP Address
 174.228.3.2

Device
 Mobile Safari via iOS

Drawn Signature


Signature Reference ID
 F0325472

Signature Biometric Count
 31

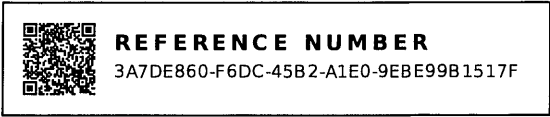
Viewed At
 07/30/2020 14:40 EDT

Identity Authenticated At
 07/30/2020 14:40 EDT

Signed At
 07/30/2020 14:40 EDT


AUDITS

TIMESTAMP	AUDIT
08/03/2020 09:49 EDT	Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) signed the document on Chrome via Windows from 72.55.24.66.
08/03/2020 09:49 EDT	Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) authenticated via email on Chrome via Windows from 72.55.24.66.
08/03/2020 09:48 EDT	Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) viewed the document on Chrome via Windows from 72.55.24.66.
07/31/2020 11:35 EDT	Nancy Weisberg-Caruso (nweisberg@hollywoodfl.org) was emailed a link to sign.
07/31/2020 11:35 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) signed the document on Internet Explorer via Windows from 72.55.24.66.
07/31/2020 11:35 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) authenticated via email on Internet Explorer via Windows from 72.55.24.66.
07/31/2020 11:35 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) viewed the document on Internet Explorer via Windows from 72.55.24.66.
07/30/2020 14:40 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) signed the document on Mobile Safari via iOS from 174.228.3.2.
07/30/2020 14:40 EDT	Jacqueline Valdes (jvaldes@hollywoodfl.org) was emailed a link to sign.
07/30/2020 14:40 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) authenticated via email on Mobile Safari via iOS from 174.228.3.2.
07/30/2020 14:40 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) viewed the document on Mobile Safari via iOS from 174.228.3.2.
07/30/2020 14:00 EDT	Mayor Josh Levy (jlevy@hollywoodfl.org) was emailed a link to sign.
07/30/2020 14:00 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'executed-careersource_broward_and_broward_college_mou-with_signed_certificate-2.pdf' on Chrome via Windows from 67.23.70.69.



TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 3A7DE860-F6DC-45B2-A1E0-9EBE99B1517F Transaction Type Signature Request Sent At 08/03/2020 13:18 EDT Executed At 08/26/2020 11:26 EDT Identity Method email Distribution Method email Signed Checksum 81737d82c201a5296a75e38d11b3afd277a5d35a05444dc958c4f9d5b7786d1 Signer Sequencing Disabled Document Passcode Disabled	Document Name Executed-Careersource Broward And Broward College Mou-With Signed Certificate-3 Filename executed-careersource_broward_and_broward_college_mou-with_signed_certificate-3.pdf Pages 17 pages Content Type application/pdf File Size 788 KB Original Checksum fcbf55d2efde81f6fbb40ba6110d27e19e663fcbab5530257e5d14e1ff6eb6cb

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Rochelle Daniels Email rdaniels@careersourcebroward.com Components 1	Status signed Multi-factor Digital Fingerprint Checksum 262zbf7d717264430663d6f944fde124068258db4cbeebaba01e327e4ca254f IP Address 67.23.70.69 Device Chrome via Windows Typed Signature  Signature Reference ID 69482C1B	Viewed At 08/26/2020 11:26 EDT Identity Authenticated At 08/26/2020 11:26 EDT Signed At 08/26/2020 11:26 EDT

AUDITS

TIMESTAMP	AUDIT
08/26/2020 11:26 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
08/26/2020 11:26 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
08/26/2020 11:26 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
08/26/2020 11:05 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) was emailed a reminder.
08/12/2020 16:58 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) was emailed a reminder.
08/06/2020 12:18 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) updated the tags on 'executed-careersource_broward_and_broward_college_mou-with_signed_certificate-3.pdf' on Chrome via Windows from 67.23.70.69.
08/03/2020 13:18 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) was emailed a link to sign.
08/03/2020 13:18 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'executed-careersource_broward_and_broward_college_mou-with_signed_certificate-3.pdf' on Chrome via Windows from 67.23.70.69.

MEMORANDUM OF UNDERSTANDING

Between

CAREERSOURCE BROWARD

And

**FLORIDA DEPARTMENT OF EDUCATION,
DIVISION OF VOCATIONAL REHABILITATION**

This Memorandum of Understanding is entered into by and between CareerSource Broward (hereinafter CSBD) as the administrative entity for CSDD Council of Elected Officials (hereinafter Council) and for the Broward Workforce Development Board, Inc. (hereinafter "BWDB") AND The Florida Department of Education, Division of Vocational Rehabilitation, (hereinafter "VR") a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (hereinafter "WIOA").

WITNESSETH THAT

WHEREAS, WIOA requires that the local workforce development board which is the BWDB with the approval of the chief local elected officials which are represented by the Council enter into a Memorandum of Understanding with each one-stop partner identified in the legislation; and

WHEREAS, CSBD serves as the administrative entity for the BWDB and the Council in Workforce Development Area 22, which encompasses Broward County, Florida and is authorized to enter into this Memorandum of Understanding on behalf of the BWDB; and

WHEREAS, VR is a one-stop partner identified in WIOA Sec. 121(b)(1)(B); and

WHEREAS, WIOA stipulates that the Memorandum of Understanding describe how each one-stop partner identified in WIOA will work toward the integration and coordination of each partners' program services through the one-stop system described in WIOA;

NOW THEREFORE in consideration of the mutual terms, conditions, promises,

covenants and obligations hereinafter set forth, CSBD and VR agree as follows:

1. PARTIES

The parties to this Memorandum of Understanding (hereinafter "MOU") are CSBD and VR.

2. PURPOSE

The purpose of this MOU is to state how each of the parties will:

- A. Provide access, including access for individuals with barriers to employment, to their program services through the CareerSource Broward Centers one-delivery system which is a part of the American Job Center network, and
- B. Develop a process for the referral of customers to each other when appropriate for the customer, and
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations and for sharing technology in a secure manner so as to provide coordinated services as appropriate for the customer, and
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Come to agreement regarding the support of the infrastructure and operating costs of the CareerSource Broward Center.

3. VISION

- A. WIOA envisions an integrated and coordinated workforce delivery system. To accomplish the intent set forth in WIOA for the workforce development system CSBD and VR agree to work together with all the one-stop partners on system design and access, shared services and customers as appropriate and shared costs as required under WIOA.
- B. To accomplish the vision and goals set forth in WIOA, CSBD and VR agree to:
 - a. Put the customer first with the focus on individualized, quality customer services

- b. Follow-through on cross-partner referrals and customer connections on a timely basis
- c. Commit to continuous learning about each other's and the other partner programs leading to a better understanding of opportunities for coordination
- d. Recognize and respect each partner's constraints
- e. Be open to change
- f. Exchange participant eligibility requirements for their workforce funding streams, identify their program career services and work on categorizing those services and/or activities which may be appropriate for integration
- g. Review their individual program policies, procedures and processes and to align the policies, procedures and processes to the extent allowed by each partner's program-specific laws and regulations, in order to better serve customers through cross referral, sequential or co-enrollment as may best benefit the customer
- h. Seek opportunities to reduce duplication of activities thereby streamlining services for customers and frontline staff and realize cost efficiencies
- i. Work together on enhancing employer engagement to build a demand-driven system, improve business services, and to match participants with work-based learning opportunities
- j. Commit to continuous improvement through the coordination of staff training to provide front line staff with information and knowledge regarding each other's services
- k. Participate in the one-stop delivery system consistent with the terms of this MOU and the requirements of the Federal laws authorizing the program or activities

4. ONE STOP SYSTEM SERVICES

- A. **Access to Services.** CSBD and VR will make their program services accessible through the one-stop delivery system by:
 - a. Exchanging participant eligibility requirements for their workforce funding streams, identifying their program career services and working on categorizing those services and/or activities which may

be appropriate for integration.

- b. Jointly developing front line training to assure an understanding of the activities, support services and constraints applicable to joint partner workforce funding streams.
- c. Coordinating outreach and recruitment through links on each other's websites where possible.

B. Coordinating Services. CSBD and VR agree to coordinate and deliver workforce services as appropriate through the one-stop system by:

- a. Seeking opportunities to share resources and reduce duplication of activities thereby streamlining services for customers and frontline staff such as by co-locating in a comprehensive or affiliate one-stop location site.
- b. Agreeing to work together on enhancing employer engagement to build a demand-driven system, improve business services, and to match participants with work-based learning opportunities.

C. Cross Referral. CSBD and VR agree to consider policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes for the purpose of aligning those policies, procedures and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential or co-enrollment as may best benefit the customer.
- b. Establishing a method for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.

D. Information Sharing. CSBD and VR agree to explore and identify mechanisms for sharing information about their common customers by agreeing to a common release form to be executed by common customers.

- a. The parties agree to implement appropriate internal controls and security to protect the privacy of their common customers.
- b. The parties agree to comply with the confidentiality provisions of the

respective statutes applicable to their funding streams.

- E. **Accessibility.** CSBD and VR agree to share information regarding the use of technological tools for individuals with barriers and/or disabilities so as to provide accessible services in each of the one-stop and affiliate locations.

5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

- A. CSBD and VR commit to contributing to the infrastructure costs of the one-stop system in local workforce area 22.
- B. CSBD and VR commit to contribute to the operating costs proportionate to each other's use of one-stop resources and an agreed upon methodology.
- C. VR is collocated with the one-stop center for Broward and currently leases office space from CSBD. CSBD and VR agree that the rent paid by VR for the operation of their office within the one-stop center constitutes their appropriate and proportionate contribution to the funding of infrastructure costs as contemplated by WIOA.
- D. If the above described collocation changes and the parties are unable to agree on the contributions to the one-stop infrastructure and operating costs, they agree that they may appeal using the process established by the Governor. If the appeal results in a change to either party's contributions the parties agree to modify and update the MOU to reflect the final one-stop partner infrastructure cost contributions

6. TERM

This MOU shall commence on the date of execution by each of the parties and shall remain in full force and effect until June 30th, 2023, and may be renewed for an additional three-year term. This MOU may be terminated by either party in accordance with the terms set forth below. Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this MOU.

7. MODIFICATION

- A. The MOU shall be reviewed at least once every three years and shall be modified to reflect changes in the terms, conditions or scope of work.
- B. Within ninety (90) days prior to the termination date of this MOU, the

Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:

- a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU,
- b. Infrastructure cost sharing methodologies
- C. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties.

8. TERMINATION

- A. Either party may terminate this MOU for convenience, by giving thirty (30) days written notification via USPS mail or electronic means with a delivery receipt to the other party.
- B. In the event of termination while the requirements of this MOU are governed by WIOA, the parties agree to renegotiate this MOU.

9. NOTICE

- A. All notices required to be given to CSBD under this MOU shall be sufficient when hand delivered or mailed to CSBD at its office located at 2890 West Cypress Creek Rd., Fort Lauderdale, FL 33309, addressed to the CSBD President/CEO.
- B. All notices required to be given to VR under this MOU shall be sufficient when hand delivered or mailed to Cynthia Gaber at 7771 West Oakland Park Blvd, Sunrise, FL 33016.
- C. All notices shall be in writing, this includes email with a delivery and read receipt.

10. NON DISCRIMINATION

- A. The parties agree that they shall not unlawfully discriminate, harass or allow harassment against any one-stop applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status.

- B. The parties agree to comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

11. GRIEVANCE AND COMPLAINTS

The parties agrees to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

12. DISPUTE RESOLUTION

The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.

13. COMMUNICATIONS

- A. CSBD and VR shall coordinate communications with the press, television, radio or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies.
- B. CSBD and VR agree that references to the local one-stop system shall utilize the CareerSource Broward logo developed and required by the State of Florida and the America's Job Center logo developed and required by the United States Department of Labor.

14. INDEMNIFICATION

As each party is an agency defined in Chapter 768.28 Florida Statutes, each party agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by either party as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this MOU.

The parties agree to maintain such insurance as is appropriate to its own organization. Each party agrees to conduct itself in accordance with the tenets of good faith in the execution of their responsibilities.

15. AGENCY OR EMPLOYMENT RELATIONSHIP

No provision of this MOU shall be construed as creating an agency or employment relationship between the parties. The parties agree that they are responsible for the actions of their representatives, employees, and instructors with regard to all aspects of this MOU.

16. COMPLIANCE WITH LAWS

At all times during the term of this MOU, the Parties agree to comply with all applicable federal and state laws, regulations, rules, or procedures.

17. SIGNATURE IN COUNTERPARTS

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

18. ACCEPTANCE OF FACSIMILE OR SCANNED SIGNATURES

This MOU shall be considered to be executed when the signature of a party is delivered by facsimile transmission or delivered by scanned image such as a pdf, or tiff file extension, as an attachment to electronic mail. Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

19. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any confidential records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

20. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

AS TO: THE FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION

BY: Cathy McCracken For
(Signature)

Allison Flanagan

TITLE: Director of Vocational Rehabilitation

DATE: 5/01/2020

BY: [Signature]
(Signature)

Richard Corcoran J. Alex Kelly

TITLE: Commissioner of Education Chick Rstz

DATE: 6/5/20

AS TO CAREERSOURCE BROWARD:

BY: Mason C Jackson Jr
(Signature)

Mason C. Jackson

TITLE: President/CEO

DATE: 06/30/2020

Approved as to form by the CareerSource Broward
General Counsel
6301 N.W. 5th Way, Suite 3000
Ft. Lauderdale, FL 33309

BY: Rochelle Daniels
Rochelle J. Daniels
General Counsel

IN WITNESS WHEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

AS TO: THE FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION

BY: _____
(Signature)

Allison Flanagan

TITLE: **Director of Vocational Rehabilitation**

DATE: _____

BY: _____
(Signature)

Richard Corcoran

TITLE: **Commissioner of Education**

DATE: _____

AS TO CAREERSOURCE BROWARD:

BY: Mason Jackson
(Signature)

Mason C. Jackson

TITLE: **President/CEO**

DATE: 3/30/2020

Approved as to form by the CareerSource Broward
General Counsel
6301 N.W. 5th Way, Suite 3000
Ft. Lauderdale, FL 33309

BY: _____
Rochelle J. Daniels
General Counsel



TRANSACTION DETAILS

Reference Number
603D31C6-CEDB-4468-8A38-D44373F68190

Transaction Type
Signature Request

Sent At
06/30/2020 14:03 EDT

Executed At
06/30/2020 16:22 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
5f6413e29277afc2a9d399b6980a30f48aebce0b5a7bbacc6d3bdf191aa9e5b19

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Voc Rehab And Careersource Broward Mou Fully-Sa-258 -

Filename
voc_rehab_and_careersource_broward_mou_fully-sa-258_-.pdf


Pages
10 pages

Content Type
application/pdf

File Size
410 KB

Original Checksum
d3ceb584dde8c8123f00a956e9be3b8cd49f25eadb6111f963903b9e1ccde289

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Mason C Jackson Jr Email mcj@careersourcebroward.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 393da969e8750b9df95944525795f5682aca5ac4c3777f02acf087e7c1cabc2c IP Address 67.23.70.69 Device Chrome via Windows Typed Signature  Signature Reference ID 19181A20	Viewed At 06/30/2020 16:21 EDT Identity Authenticated At 06/30/2020 16:22 EDT Signed At 06/30/2020 16:22 EDT

AUDITS

TIMESTAMP	AUDIT
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06/30/2020 16:22 EDT	Mason C Jackson Jr (mcj@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
06/30/2020 16:21 EDT	Mason C Jackson Jr (mcj@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
06/30/2020 14:03 EDT	Mason C Jackson Jr (mcj@careersourcebroward.com) was emailed a link to sign.
06/30/2020 14:03 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'voc_rehab_and_careersource_broward_mou_fully-sa-258_-.pdf' on Chrome via Windows from 67.23.70.69.



TRANSACTION DETAILS

Reference Number
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Sent At
 07/01/2020 11:10 EDT

Executed At
 07/01/2020 11:19 EDT

Identity Method
 email

Distribution Method
 email

Signed Checksum
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Signer Sequencing
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Document Passcode
 Disabled

DOCUMENT DETAILS

Document Name
 Executed-Voc Rehab And Careersource Broward Mou With-Signed Certificate

Filename
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Pages
 11 pages

Content Type
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File Size
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Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Rochelle Daniels</p> <p>Email rdaniels@careersourcebroward.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum c0b605c3e0594f557c1d1070916dd65bbfbd8f4c284b66d803535727f46fa4fe</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature</p>  <p>Signature Reference ID F98C50B9</p>	<p>Viewed At 07/01/2020 11:18 EDT</p> <p>Identity Authenticated At 07/01/2020 11:19 EDT</p> <p>Signed At 07/01/2020 11:19 EDT</p>

AUDITS

TIMESTAMP	AUDIT
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07/01/2020 11:19 EDT	Rochelle Daniels (rdaniels@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
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