# CareerSource Broward

## **Local Workforce Development Area 22**

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#### INTRODUCTION

These guidelines provide direction for local plans submitted under the Workforce Innovation and Opportunity Act (WIOA). WIOA requires each local workforce development board (LWDB) to develop and deliver to the state a comprehensive two-year modification to their four-year plan. These plans must be submitted in partnership with the local chief elected official. Regulations require states and LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the state (20 CFR, Unified and Combined Plans Under Title I of the Workforce Innovation and Opportunity Act, §676.135).

The law emphasizes the importance of collaboration and transparency in the development and submission of local plans. Affected entities and the public must have an opportunity to provide input in the development of the plan. Local boards must make the plan available electronically and in open meetings to ensure transparency to the public.

LWDBs must provide leadership and should seek broad stakeholder involvement in the development of their local plan. Local elected officials, local workforce development board members, core program partners and mandatory one-stop partners are an integral part of the planning process. WIOA encourages an enhanced, integrated system by including new core programs in its planning and performance requirements. Each plan addresses how the LWDB coordinates service delivery with core programs of the Division of Vocational Rehabilitation, the Division of Blind Services and the Division of Career and Adult Education.

Each plan is based on current and projected needs of the workforce investment system, placing an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including those with disabilities. The plan must identify the education and skill needs of the workforce and the employment needs of the local area. Plans must include an analysis of the strengths and weaknesses of services provided to address identified needs. The assessment must include the best available information, evidence of effectiveness, and performance information for specific service models and a plan to improve program effectiveness by adopting proven or promising practices as a part of the local vision. LWDBs provide a comprehensive view of the system-wide needs of the local workforce development area.

Local plans must address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers. Services described in local plans must lead to greater efficiencies, reduce duplication, and maximize financial and human resources. These plan guidelines require LWDBs to address current and future strategies and efficiencies to address the continuous improvement of Florida's workforce system and its focus on customer service excellence.

Local plans should align with CareerSource Florida's business and market-driven principles to be the global leader for talent. These principles include:

- Increasing the prosperity of workers and employers
- Reducing welfare dependency
- Meeting employer needs
- Enhancing productivity and competitiveness

The plan modification addresses how CareerSource Broward will foster strategic alignment, improve service integration and ensure that the workforce system is industry-relevant; responding to the economic needs of the local workforce development area and matching employers with skilled workers. The Plan outlines how CSBD through its governing boards will make decisions regarding the investment of workforce resources to improve the lives of its citizens and residents. These decisions are always guided by efforts to reduce duplication and maximizing financial and human resources. This plan modification also aligns with the business- and market-driven principles of the CareerSource Florida network.

To meet the State of Florida's principles as listed below, CSBD has adopted the following initiatives in addition to services and activities available:

- Increasing the prosperity of workers and employers
  - CSBD's focus in providing training is to target occupations that will increase the wages of participants while meeting employer's skill needs.
- Reducing welfare dependency
  - CSBD uses its Welfare Transition Program Funds to expand opportunities for welfare recipients so that they do not return to the rolls once they enter transition, including the expansion of eligible training providers and courses specific to welfare recipient requests, thereby encouraging completion and transition to permanent employment.
- Meeting employer needs
  - CSBD has updated its marketing tools, assessing employer hiring and training needs and making it a priority for staff to meet and fill those needs.

- Enhancing productivity and competitiveness
  - CSBD adopted continuous improvement principles a number of years ago as an overall guide to how it conducts business in the community. These principles are still in place and encompass constantly striving for increased productivity, efficiency and competitiveness.

CSBD is involved in many community and business projects and partnerships, such as participating in a tri-county regional workforce study with the Marine Industries Association of South Florida (MIASF) and CareerSource Palm Beach County and CareerSource South Florida, partnered with Headz Up Hair Studio to provide free haircuts to CSBD job seekers and veterans, provided employment readiness workshops to over 400 high school seniors and juniors at the MY Next Move Career Fair, participated in the statewide Paycheck for Patriots initiative and assisted 17 employers receive State Incumbent Worker Training Grants.

Workforce development is a critical element in maintaining a prosperous local economy. To that effect, CSBD coordinates closely with both our public and private educational institutions, economic development agencies, industry associations, chambers, local municipalities, one-stop partner agencies and community-based organizations. CSBD is a part of workforce area-wide initiatives targeting common goals, which will continue to ensure that the workforce area, encompassing Broward County, the second most populous County in the state, provides a quality lifestyle and prosperity to its citizens, residents and businesses.

#### PROCESS FOR PLAN SUBMITTAL

CareerSource Florida, Inc., established a form entitled "WIOA Local Plan Submission Form." The form will be used to submit the two-year modification of the local plan, required attachments, and contact information for primary and secondary points of contact for each LWDB. All two-year modifications for local plans must be submitted no later than 5:00 p.m. (EST) on Thursday, March 29, 2018.

Prior to plan submission, please ensure:

- The local board reviewed and approved the plan;
- The board chair and the chief elected official signed the appropriate document, with an original submitted to CareerSource Florida by mail to WIOA Plans c/o Warren Davis, Policy Analyst, 2308 Killearn Center Blvd. Suite 101, Tallahassee, FL 32317. Please also send a scanned copy to FloridaWIOA@careersourceflorida.com. This email address can also be used to submit any questions pertaining to the two-year modification process;

The plan was signed by the Board Chair and Chief Elected Official following the CSBD Council, and BWDB approval of the Plan, at their Joint Meeting held on March 22, 2018.

• The structure and numbering follows the plan instructions format (beginning with Section I of these instructions);

The structure and numbering follows plan instructions.

• The plan is one continuous and searchable PDF document including all attachments;

The plan is a single, searchable PDF document that includes the required attachments.

• Responses to all questions are informative and concise;

CSBD has made an effort to be concise and informative.

• The name of the local area, the page number and plan submission date are listed in the footer of the document;

The footer contains the required information.

• A table of contents with page numbers is included and each page of the plan is numbered; and,

A Table of Contents precedes the Plan.

• Text is typed with a font size of 11 or greater.

The plan is presented in an 11 Font Size.

Please email <u>FloridaWIOA@careersourceflorida.com</u> and confirm plan submission. This begins the plan's official review by the Department of Economic Opportunity (DEO). Upon submission, all plans are reviewed for completeness and adherence to plan formatting requirements. If there are questions or concerns local boards are notified. The content of plans is reviewed by both DEO and CSF staff with a recommendation for approval or disapproval provided to the CSF Board of Directors at its meeting scheduled for May 16, 2018.

A recommendation for approval is made unless the staff review indicates: (1) there are deficiencies in local workforce investment activities that are not addressed, or (2) the plan is inconsistent with WIOA and its regulations, including required public comment provisions. It is recognized that this two-year modification will include strategies and activities that are fully completed, as well as some that are still being developed and implemented.

#### KEY DATES

Local Plan Guidelines Issued	. January 3, 2018
WIOA Statewide Unified Plan Two-Year Modification Due	March 29, 2018
Local Plans Due	March 29, 2018
Local Plans Approved	May 16, 2018
WIOA Program Year 2018 Begins	July 1, 2018

Per the above instructions, the below is the verbiage that will be used to explain the process of how the local Board reviewed and approved the two-year modification of this local plan. Specifically:

- The WIOA Local Plan (i.e, The Plan) was posted on the CSBD website on 2/6/18, and the BWDB and local elected officials were noticed regarding its availability so that, along with the public, they could review the plan at their convenience.
- The Plan was presented to the BWDB One-Stop Services and Special Populations Committee at a publicly noticed meeting on 3/6/18 where it was recommended for submission to the BWDB Executive Committee. The One-Stop Services and Special Populations Committee, which is charged with the review of the Plan, had an opportunity to review the Plan, as it was a part of the Committee Agenda that was distributed prior to the committee meeting.
- The Plan was presented to the BWDB Executive Committee at a publicly noticed meeting on 3/12/18 where it was recommended for submission at the next regularly scheduled joint CSBD Council of Elected Officials (Council) / BWDB publicly noticed meeting.
- On 3/22/18, at the Joint CSBD Council / BWDB publicly noticed meeting, the two year modification of the plan was unanimously approved by both the CSBD Council and the BWDB.

# CAREERSOURCE BROWARD'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

As stated in the final WIOA regulations at 20 CFR 300:

"The vision for the Local WDB is to serve as a strategic leader and convener of local workforce development system stakeholders. The Local WDB partners with employers and the workforce development system to develop policies and investments that support public workforce system strategies that support regional economies, the development of effective approaches including local and regional sector partnerships and career pathways, and high quality, customer centered service delivery and service delivery approaches."

In implementing the Workforce Innovation and Opportunity Act (WIOA), the CSBD governing boards incorporated the WIOA vision as stated above and integrated the CareerSource Florida principles. CSBD's approach has been to allow its goals to be business-led, market-driven, results-oriented and coordinated.

Florida's strategic vision for WIOA implementation is realized by accomplishing these three goals:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.
- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.
- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing and post-secondary education opportunities.

CSBD considered the CareerSource Florida goals:

Through the implementation of the Workforce Innovation and Opportunity Act (WIOA), CareerSource Broward has a business-led, market-responsive, results-oriented and integrated workforce development system. The enhanced system will foster customer service excellence, seek continuous improvement, and demonstrate value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce, and economic development networks increases economic prosperity by maximizing the competitiveness of Florida businesses and the productivity of Florida's workforce.

As can be seen from the Vision and Mission adopted by the BWDB and the CSBD Council, the CSBD governing boards, we are aligned with CareerSource Florida.

#### VISION

To be the premier workforce agency facilitating better jobs and providing quality workers that enhances the quality of life and builds a sustainable economy for Broward County.

#### MISSION

To provide innovative solutions through the professional delivery of quality services, which consistently and effectively meet workforce needs.

To implement the Vision and Mission, the CSBD governing boards have also established the following goals:

- Goal 1: Improve the sustainability of the workforce system through increased funding, efficiency, and relevancy.
- Goal 2: Maintain our roles as workforce development leaders.
- Goal 3: Encourage employers and job seekers to choose the one-stop for services.
- Goal 4: Align Broward's services to maximize employment and training opportunities for targeted populations.
- Goal 5: Preserve local control, while continuing to serve the Broward community.
- Goal 6: Redesign and implement a more effective out-of-school youth program.

#### (1) Chief Elected Official(s) (CEO)

A. Identify the chief elected official(s) by name, title, mailing address, phone number and email address.

The CSBD Council of Elected Officials consists of the Mayors of the Cities of Hollywood and Fort Lauderdale and a Broward County Commissioner. They elect a Chair, a Vice Chair and a Chair Pro Tem each year. Any of the elected officials may act in place of the Chief Elected Official in his/her absence to sign documents, as appropriate, once the matters contained in the documents have been properly approved. Currently Broward County Commissioner Tim Ryan serves as the Chair of the CSBD Council of Elected Officials.

Elected Official	Title on Council	Governmental Unit/Title	Mailing Address	Phone Number	Email Address
Commissioner Tim Ryan	Chair	Broward County Commissioner	115 S. Andrews Ave., Room 421, Fort Lauderdale, FL 33301	(954) 357-7007	tryan@broward.org

B. If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official.

Attached as EXHIBIT A is the Inter-local Agreement entered into by the three governmental units comprising the CSBD Council of Elected Officials. The Agreement, which was amended on January 28, 2016, at a publically noticed regularly scheduled Joint Meeting of the Elected Officials and the Workforce Board meeting, incorporates the WIOA requirements and describes their duties and responsibilities.

C. Attach a copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board.

A copy of the agreement is attached as Exhibit A.

- D. Describe the by-laws established by the CEO to address criteria contained in §679.310(g) of the proposed WIOA regulations:
  - i. The nomination process used by the CEO to elect the local board chair and local board members;
  - ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;
  - iii. The process to notify the CEO of a board member vacancy ensuring a prompt nominee;
  - iv. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations;
  - v. The use of technology, such as phone and web-based meetings used to promote board member participation;
  - vi. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,
  - vii. Any other conditions governing appointments or membership on the local board.

Please see attached Exhibit B, which is a copy of the written policy and procedure adopted by the Consortium of local elected officials at a publically noticed, regularly scheduled, combined elected officials and workforce board meeting, including the minutes of that meeting.

E. Provide a description of how the CEO is involved in the development, review and approval of the local plan and its two-year modification.

Each year the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc. schedule a planning session in the fall, which is a publicly noticed meeting to establish goals and objectives for the upcoming year. They are provided with a copy of the State Board's Vision and Mission Statement when changes are made. The elected officials preside over the opening of the meeting and, together with the board, review the prior year's goals and objectives. The board then breaks into workgroups to discuss thought questions and to consider continuing existing goals and setting new goals and objectives for the upcoming period.

The recommendations are brought before the full board and Council of Elected Officials at a regularly scheduled joint meeting held after the planning session for approval. The recommendations are incorporated into this plan and in a strategic planning matrix, as applicable to each of the board's committees, so that the members can work on the objectives throughout the year.

#### (2) Local Workforce Development Board (LWDB)

A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.

Mayor Frank Ortis, is the Board Chair. He is the owner of the Mayor's Café, located at 1677 N. Hiatus Road, Pembroke Pines, FL 33026. Phone: (954) 450-1020. Email address: <u>fortis@ppines.com</u>.

B. If applicable, identify the vice-chair of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business or organization the vice-chair represents.

Dr. Lisa Knowles, is the Vice-Chair. She is the Senior Consultant at JPC Marine Works, located at 2019 SW 20<sup>th</sup> St, Suite #109, Fort Lauderdale, FL 33315. Phone: (954) 533-9687. Email address: <u>LisaKnowles70@gmail.com</u>.

C. Provide a description of how the LWDB was involved in the development, review, and approval of the local plan and its two-year modification.

Each year, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc. schedule a planning session in the fall, which is a publicly noticed meeting to establish goals and objectives for the upcoming year. They are provided with a copy of the State Board's Vision and Mission Statement when changes are made. The elected officials preside over the opening of the meeting and together with the board, review the prior year's goals and objectives. The board then breaks into workgroups to discuss thought questions, and to consider continuing existing goals and setting new goals and objectives for the upcoming period.

The recommendations are brought before the full board and Council of Elected Officials at a regularly scheduled joint meeting held after the planning session, for approval. The recommendations are incorporated into this plan and in a strategic planning matrix, as applicable to each of the board's committees, so that the members can work on the objectives throughout the year.

The LWDB One Stop Services and Special Populations Committee reviews the Plan in a scheduled meeting, inviting the public to comment on the Plan, so that the board can incorporate the wishes of the community as appropriate. From these committees, the Plan is reviewed by the board's Executive Committee and, following the end of such meetings and public comment period the Plan, is reviewed and approved at a publically noticed joint meeting of the chief local elected officials and BWDB.

#### (3) Local Grant Subrecipient (local fiscal agent or administrative entity)

A. Identify the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief elected official. WIOA section 107(d)(12)(B)(1)(iii); 20 CFR 679.420

#### FISCAL AGENT: CSBD

#### ADMINISTRATIVE ENTITY: CSBD

CSBD is the entity created through the inter-local agreement entered into between the local workforce area governmental units, the Cities of Hollywood and Fort Lauderdale and Broward County, pursuant to the Florida Statutes under section 163.01, which provides for the creation of an administrative entity to carry out the purposes of the inter-local Agreement. The BWDB and the CSBD Council of Elected Officials oversee the actions of CSBD. B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430

CSBD serves as the administrative entity for the Broward Workforce Development Board, Inc. (BWDB), a private not-for-profit organization.

The Council of Elected Officials and the BWDB hold joint, regularly scheduled monthly meetings. This results in unified planning and consistent coordinated implementation of the governing boards' policies.

C. If a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, attach any agreements describing how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy 2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy.

#### Local Board Staff and Local Fiscal Agent

CSBD serves as staff to the local board and also as the fiscal agent. There is an agreement in place between the Broward Workforce Development Board, Inc. (BWDB) and the CSBD Council of Elected Officials. In accordance with the requirement that firewalls are to be in place to guard against conflict of interest, the BWDB, the CSBD Council of Elected Officials and the CSBD have also implemented the following safeguards:

- We have adopted a code of conduct applicable to the BWDB and to CSBD employees in accordance with the OMB Uniform Guidance found at 2 CFR 200.
- 2. Because CSBD is a political subdivision under Florida Statutes 163.01, staff, the BWDB and the CSBD Council follow state statutes with respect to the application of conflict of interest policies, in accordance with the Florida state statutes and the code of ethics for public officials, and files Form 8B as required whenever there is a conflict, which arises in

conjunction with a contract to be entered into by CSBD, or its governing boards.

- 3. CSBD follows the State Contracting Policy regarding conflict of interest, which is echoed by the Uniform Guidance that requires CSBD as a subrecipient to notify the state (recipient) in the event of a conflict.
- 4. All issues concerning conflict of interest of board members or staff are also noted in the minutes of the meeting at which a vote is taken.
- 5. The BWDB has appointed an Audit Committee, which reviews all budget, monitoring and monetary issues.
- 6. CSBD contracts for external monitoring. All monitoring reports, state and external reports, as well as the annual audit appear on the Audit Committee Agenda and on the joint CSBD Council of Elected Officials and BWDB Board Regular Meeting Agendas for acceptance or action as appropriate.

#### **One Stop Operator**

CSBD is not the one-stop operator.

Currently, CSBD procures a staffing company to manage and staff the one-stop career centers. In accordance with the intent under WIOA, CSBD will continue to use the staffing company model for the delivery of WIOA Title I adult and dislocated worker services.

A competitive procurement was issued in Program Year 2016 to select a one-stop operator. A rating committee of the board reviewed the proposals and made a recommendation its One Stop Services and Special Populations Committee. The One Stop Services and Special Populations Committee approved the recommendation, which was forwarded to the board's Executive Committee and then to the CSBD governing boards, which approved the selection at a joint regularly scheduled meeting of the governing boards. CSBD's One-Stop Operator is Cardinal Human Capital, LLC.

#### **Training Services**

CSBD does not provide training services.

#### Youth Career Services

CSBD procures its youth program services providers. Youth may be served through the one-stop career center resource rooms or on an individual basis, as appropriate.

#### (4) One-Stop System

A. Provide a description of the local one-stop system (including the number, type and location of the comprehensive center(s), and other service delivery points).

CSBD has one comprehensive Career Center located at 7550 Davie Road Extension, Hollywood, FL 33024 in the South part of the workforce development area and 2 additional full service centers located in the north (4941 Coconut Creek Parkway, Coconut Creek, FL 33063), and central part of the workforce area (2610 West Oakland Park Boulevard, Oakland Park, FL 33311), easily accessible by public transportation. The one-stop system provides access to the career services, as required by WIOA section 134, such as, but not limited to, the following:

- Eligibility determination
- Outreach, and intake
- Orientation to the information and other services available
- Initial assessment of literacy, skill levels / gaps and supportive service needs
- Labor exchange services
- Provision of information on in-demand industry sectors and occupations
- Provision of information on nontraditional employment
- Recruitment and business services on behalf of employers
- Referrals to and coordination of activities with other one-stop partners
- Provision of performance information and program cost information on eligible providers of training services per WIOA section 122
- Provision of all information, in formats usable by and understandable by career center customers
- Provision of information and assistance regarding filing claims for unemployment compensation

- Assistance in applying for WIOA and other federal and state financial aid assistance for training and education programs
- Development of an individual employment plan to identify and achieve the employment goals
- Individual counseling
- Workshops
- Career planning
- Employability skills
- Internships and work experiences that are linked to careers
- Financial literacy services
- Referral to English language acquisition and integrated education and training programs; and
- Follow-up services.

The comprehensive one-stop center integrates the following funding streams and programs offering customers services as needed through: Wagner-Peyser, Veterans programs, RESEA, WIOA Title I, TAA, WT/TANF, SNAP Employment and Training, Vocational Rehabilitation, Adult Education and Family Literacy Act programs and CSBG.

Further, CSBD integrates a number of discretionary grant programs as awarded by the state and/or federal government, such as entrepreneurial programs awarded by the Department of Commerce, disability programs awarded through the Social Security Administration, as well as a variety of grants awarded by the US DOL. All these initiatives expand the universe of options available to our business and job seeker customers.

B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

Hours of operation are as follows:

Monday – Thursday from 8 a.m. to 6 p.m. and Friday from 8 a.m. to 5 p.m. during non-holiday weeks.

The one-stop centers are closed on state holidays.

During holiday weeks, the one-stop centers are open from 8 a.m. to 5 p.m.

C. Identify the entity or entities selected to operate the local one-stop center(s).

#### CARDINAL HUMAN CAPITAL, LLC

D. Identify the entity or entities selected to provide career services within the local one-stop system.

EmpHire Staffing is the entity that provides the career services.

E. Identify and describe what career services will be provided by the selected one-stop operator and what career services, if any, will be contracted out to service providers.

The CSBD contracted one-stop operator coordinates services among the partners. EmpHire Staffing provides the following career services to the one-stop customers:

- Information and eligibility determination for all available programs
- Outreach, orientation and intake to available services
- Skills and aptitude assessment
- Job search and job placement assistance, which might include: résumé development; use of computers, telephones, copy and fax machines; and, a resource room and career counseling (if needed)
- Job vacancy listings and labor market information
- Information on local occupations in demand, related earnings potential, and required job skills for these jobs
- Training program performance and cost information, and local performance measures funded under WIOA are available in the workforce area
- Information regarding filing claims for unemployment compensation
- Comprehensive assessments of clients, including diagnostic testing, in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of an individual employment plan

- Workshops to assist job seekers with the skills needed to acquire a new or better job
- Individual counseling
- Case management for participants seeking training services
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, soft skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training
- Appropriate referral to qualified training providers who meet the qualification criteria
- Monitoring of the Individual Training Accounts (ITA) for customers
- Support services; and
- Follow-up services.

In addition to the jobseeker customer, WIOA recognizes the employer as a customer. CSBD serves as a key resource in the community to businesses seeking qualified workers, training for their new and incumbent workers, interns and other work based learning activities. The one-stop career center connects employers with participants and job seeker customers by recruiting, training and helping to retain workers. There is an established, dedicated business services team that works to partner closely with Florida's VR business relations team. CSBD business services staff, together with Wagner-Peyser staff and one-stop career center employment relations staff, conduct on-site recruitments for employers and provides mobile support during these events.

F. Pursuant to the CareerSource Florida Administrative Policy for One-Stop Certification, provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.

The CSBD South Career Center is the comprehensive center for purposes of certification requirements of all of the centers to ensure the physical and programmatic accessibility of all one-stop centers in accordance with the Americans with Disabilities Act (ADA) of 1990, as amended. This includes assistive technology, along with physical accommodations.

#### ANALYSIS OF NEED AND AVAILABLE RESOURCES

- (1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:
  - A. Information on existing and emerging in-demand industry sectors and occupations;

The below represents existing in-demand industry sectors in LWDA 22, according to DEO's LMI. Data reflects job growth in construction, professional and business services, education and healthcare, leisure and hospitality, and government industries.

#### Mining, Logging, and Construction

This sector does not have employment in mining and logging. However, there is employment in construction. In November 2017, the employment was 48,900. The over-the-year change in November 2017 (+4,200 jobs, +9.4 percent) was 3,300 more when compared to November 2016 (+900 jobs, +2.1 percent). The number of jobs in this sector has been trending upward over the past six years.

#### Manufacturing

In November 2017, the employment was 28,700. The over-the-year change in November 2017 (+1,000 jobs, +3.6 percent) was 100 less when compared to November 2016 (+1,100 jobs, +3.9 percent). The number of jobs in this sector has remained fairly constant for over a year.

#### Trade, Transportation, and Utilities

In November 2017, the employment was 189,900. The over-the-year change in November 2017 -100 jobs, -0.1 percent) was 9,200 less when compared to November 2016 (+9,300 jobs, +5.0 percent). The number of jobs in this sector has been trending downward over the past two years.

#### **Information**

In November 2017, the employment was 19,600. The over-the-year change in November 2017 (+300 jobs, +1.6 percent) was 100 more when compared to November 2016 (+200 jobs, +1.0 percent). The number of jobs in this sector has been fairly constant for over a year.

#### **Financial Activities**

In November 2017, the employment was 58,900. The over-the-year change in November 2017 (+1,900 jobs, +3.3 percent) was 100 less when compared to November 2016 (+2,000 jobs, +3.4 percent). The number of jobs in this sector has been fairly constant for over a year.

#### Professional and Business Services

In November 2017, the employment was 154,400. The over-the-year change in November 2017 (+2,400 jobs, +1.6 percent) was 5,100 less when compared to November 2016 (+7,500 jobs, +5.2 percent). The number of jobs in this sector has been trending upward.

#### **Education and Health Services**

In November 2017, the employment was 114,300. The over-the-year change in November 2017 (+7,400 jobs, +6.9 percent) was 2,300 more when compared to November 2016 (+5,100 jobs, +5.0 percent). The number of jobs in this sector has been trending upward for over the past two years.

#### Leisure and Hospitality

In November 2017, the employment was 95,400. The over-the-year change in November 2017 (+400 jobs, +0.4 percent) was 3,700 less when compared to November 2016 (+4,100 jobs, +4.5 percent). The number of jobs in this sector has been trending upward.

#### **Other Services**

In November 2017, the employment was 40,800. The over-the-year change in November 2017 (+2,600 jobs, +6.8 percent) was 3,500 more when compared to November 2016 (-900 jobs, -2.3 percent). The number of jobs in this sector has been trending upward over the past four years.

#### **Government**

In November 2017, the employment was 107,600. The over-the-year change in November 2017 (+2,000 jobs, +1.9 percent) was 600 more when compared to November 2016 (+1,400 jobs, +1.4 percent). The number of jobs in this sector has been trending upward over the past four years.

The below are the existing demand occupations in LWDA 22:

#### Existing Demand Occupations

The majority of the top 15 existing in-demand occupations are low-skill occupations characterized by relatively low wages and high rate of worker turnover.

The top five existing in-demand occupations are related to customer service and hospitality.

Retail salesperson is the top existing in-demand occupation with 46,244 projected total job openings between 2017 and 2025.

#### **TOP 15 EXISTING DEMAND OCCUPATIONS**

(ranked by total job openings)

Workforce Development Area 22 - Broward County

				2	017 - 20	25						
Occup	ation	Employ	Employment		Employment		Percent	Total Job	2017 H	2017 Hourly Wage (\$)		
Rank Code	Title	2017	2025	Change	Change	Openings*	Median	Entry**	Exp***			
1 412031	Retail Salespersons	33,891	38,126	4,235	12.5	46,244	10.25	8.90	14.84			
2 353021	Combined Food Prep. and Serving Workers, Inc. Fast Food	23,074	26,519	3,445	14.9	39,815	9.39	9.11	10.23			
3 434051	Customer Service Representatives	28,531	32,931	4,400	15.4	34,524	14.42	10.35	18.33			
4 412011	Cashiers	22,165	23,101	936	4.2	34,481	9.40	8.90	11.06			
5 353031	Waiters and Waitresses	17,653	18,990	1,337	7.6	28,739	10.05	9.14	16.23			
6 439061	Office Clerks, General	18,936	20,315	1,379	7.3	19,035	13.75	9.59	17.66			
7 435081	Stock Clerks and Order Fillers	16,190	17,523	1,333	8.2	18,482	11.85	9.83	14.60			
8 436014	Secretaries, Except Legal, Medical, and Executive	18,934	20,538	1,604	8.5	17,645	16.15	11.49	19.57			
9 372011	Janitors and Cleaners, Except Maids and Housekeeping	13,638	15,440	1,802	13.2	16,851	9.79	9.20	11.89			
10 537062	Laborers and Freight, Stock, and Material Movers, Hand	12,832	13,999	1,167	9.1	15,594	11.28	9.23	15.18			
11 414012	Sales Representatives, Wholesale and Manufacturing, Other	13,549	14,576	1,027	7.6	12,147	22.74	13.11	33.86			
12 352014	Cooks, Restaurant	8,555	10,005	1,450	17.0	11,984	13.62	11.05	15.50			
13 413099	Sales Representatives, Services, All Other	10,032	11,319	1,287	12.8	10,922	24.67	15.27	34.88			
14 434171	Receptionists and Information Clerks	9,027	10,127	1,100	12.2	10,874	13.70	10.84	16.71			
15 339032	Security Guards	9,019	9,543	524	5.8	10,103	11.09	9.50	12.80			

\* Job openings result from economic growth and from replacement needs. For declining occupations, all job openings result from replacement needs.

\*\* Entry Wage - The wage an entry-level worker might expect to make. It is defined as the average (mean) wage earned by the lowest third of all workers in a given occupation.

\*\*\* Experienced Wage - The wage an experienced worker might expect to make. It is defined as the average (mean) wage earned by the upper two-thirds of all workers in a given occupation.

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, December 2017

The below are emerging industries in LWDA 22:

#### **Emerging Industries**

Healthcare and construction industries top the lists of emerging industries. Emerging industries tend to employ a higher percentage in professional occupations.

### **Top Emerging Industries**

Workforce Development Area 22 - Broward County

Industry		Employment			2017 - 2025 Change		
Code	Title	2017	2025	Total	Percent		
6214	Outpatient Care Centers	4,214	5,668	1,454	34.5%		
6219	Other Ambulatory Health Care Services	1,616	2,173	557	34.5%		
3334	Ventilation, Heating, Air-Conditioning, and Commercial Refri	801	1,055	254	31.7%		
2379	Other Heavy and Civil Engineering Construction	777	1,007	230	29.6%		
3353	Electrical Equipment Manufacturing	387	498	111	28.7%		
5612	Facilities Support Services	891	1,143	252	28.3%		
4453	Beer, Wine, and Liquor Stores	611	778	167	27.3%		
2389	Other Specialty Trade Contractors	2,427	3,072	645	26.6%		
3212	Veneer, Plywood, and Engineered Wood Product Manufacturing	167	207	40	24.0%		
5112	Software Publishers	3,578	4,378	800	22.4%		
2373	Highway, Street, and Bridge Construction	1,697	2,072	375	22.1%		
3343	Audio and Video Equipment Manufacturing	357	432	75	21.0%		
5621	Waste Collection	1,001	1,207	206	20.6%		
8132	Grantmaking and Giving Services	884	1,065	181	20.5%		
5223	Activities Related to Credit Intermediation	2,461	2,957	496	20.2%		

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, December 2017

#### **Top 15 Emerging Occupations**

#### (ranked by percent growth)

#### Workforce Development Area 22 - Broward County

					2017 -	2025				
			Employ	ment	Level	Percent		2017 Ho	urly Wage (	(\$)
Rank	SOC Code	Title	2017	2025	Change	Change	Industry Sector Linkage	Median	Entry*	Exp**
1	291071	Physician Assistants	577	772	195	33.8	Healthcare	48.74	44.42	52.77
2	291171	Nurse Practitioners	594	790	196	33.0	Healthcare	44.68	28.11	51.30
3	172031	Biomedical Engineers	58	77	19	32.8	Manufacturing	35.52	20.31	40.68
4	273091	Interpreters and Translators	284	376	92	32.4	Professional Services	28.39	14.36	38.32
5	152031	Operations Research Analysts	456	581	125	27.4	Professional Services	29.97	21.13	37.38
6	533011	Ambulance Drivers and Attendants, Except EMTs	34	43	9	26.5	Healthcare	11.44	9.40	14.62
7	312021	Physical Therapist Assistants	458	579	121	26.4	Healthcare	29.15	22.36	32.76
8	514012	Computer Controlled (CNC) Mach. Tool Programmers, N	19	24	5	26.3	Manufacturing	27.17	21.31	28.84
9	151134	Web Developers	931	1,164	233	25.0	Professional Services	26.52	16.02	36.08
10	474071	Septic Tank Servicers and Sewer Pipe Cleaners	151	187	36	23.8	Clean Tech	16.25	10.85	18.04
11	194092	Forensic Science Technicians	105	130	25	23.8	Government	26.26	19.79	31.61
12	499041	Industrial Machinery Mechanics	1,147	1,417	270	23.5	Machinery Maintenance	23.58	16.60	28.26
13	291067	Surgeons	35	43	8	22.9	Healthcare	NA	NA	NA
14	512031	Engine and Other Machine Assemblers	31	38	7	22.6	Manufacturing	15.79	11.99	21.98
15	517011	Cabinetmakers and Bench Carpenters	590	723	133	22.5	Manufacturing	16.46	10.82	18.77

\* Entry Wage - The wage an entry-level worker might expect to make. It is defined as the average (mean) wage earned by the lowest third of all workers in a given occupation.

\*\* Experienced Wage - The wage an experienced worker might expect to make. It is defined as the average (mean) wage earned by the upper two-thirds of all workers in a given occupation.

NA - Not available for this occupation

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, December 2017

The majority of top emerging occupations occur in the healthcare industry sector (six of top 15).

The top emerging occupation in the healthcare industry sector is physician assistants. The demand for physician assistants is projected to grow due to the continuing shortage of primary care physicians.

B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

Based on in-demand industry data from DEO LMI and job opening data from HWOL, the below chart illustrates the in-demand industry for LWDA 22 and the number of open jobs in those industries.

LWDA 22 In-Demand Industries' Employment Needs					
Industry	Employment Needs (Job Openings)				
1. Construction	171				
2. Manufacturing	291				
3. Wholesale Trade	319				
4. Retail Trade	979				
5. Utilities	3				
6. Information	299				

LWDA 22 In-Demand Industries' Employment Needs					
Industry	Employment Needs (Job Openings)				
7. Financial Activities	425				
8. Professional and Business Services	660				
9. Education	231				
10. Healthcare	2,415				
11. Leisure and Hospitality (Accommodation and Food Services)	925				
12. Government	158				

#### HWOL as of 1/19/18

Based on emerging industry data from DEO LMI and job opening data from HWOL, the below chart illustrates the emerging industry for LWDA 22 and the number of open jobs in those industries.

LWDA 22 Top Emerging Industries' Employ	Employment
Industry	Needs (Job Openings
1. Outpatient Care Centers	105
2. Other Ambulatory Health Care Services	380
<ol> <li>Ventilation, Heating, Air-Conditioning, and Commercial Refrigeration Equipment Manufacturing</li> </ol>	2
4. Other Heavy and Civil Engineering Construction	1
5. Electrical Equipment Manufacturing	2
6. Facilities Support Services	3
7. Beer, Wine, and Liquor Stores	3
8. Other Specialty Trade Contractors	5
<ol> <li>Veneer, Plywood, and Engineered Wood Product Manufacturing</li> </ol>	4
10. Software Publishers	90
11. Highway, Street, and Bridge Construction	5
12. Audio and Video Equipment Manufacturing	1
13. Waste Collection	0
14. Grantmaking and Giving Services	2
15. Activities Related to Credit Intermediation	40

(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).

Based on in-demand occupation data from DEO LMI, job opening data from HWOL, and Knowledge and Skill information from O\*Net Online, the below chart illustrates the indemand occupations for LWDA 22, ranked in order, of the Top 15 Existing In-Demand Occupations stated in Section (1) A above, the number of open jobs in those occupations and the knowledge and skills an employer is looking for to meet the needs of those occupations.

	LWDA 22 Top 15	<b>Existing In-Dem</b>	nand Occupations' Employment Needs
	Occupation	Employment Needs (Job Openings)	Knowledge (K)/Skills (S) Needed According to O*NET Online
1.	Retail Salespersons	404	<ul> <li>Customer and Personal Service (K)</li> <li>Sales and Marketing (K)</li> <li>English Language (K)</li> <li>Mathematics (K)</li> <li>Active Listening (S)</li> <li>Persuasion (S)</li> <li>Speaking (S)</li> <li>Service Orientation (S)</li> <li>Negotiation (S)</li> </ul>
2.	Combined Food Preparation and Serving Workers, Including Fast Food	157	<ul> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Food Production (K)</li> <li>Mathematics (K)</li> <li>Active Listening (S)</li> <li>Service Orientation (S)</li> <li>Speaking (S)</li> <li>Coordination (S)</li> <li>Monitoring (S)</li> </ul>
3.	Customer Service Representatives	299	<ul> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Clerical (K)</li> <li>Computers and Electronics (K)</li> <li>Active Listening (S)</li> <li>Speaking (S)</li> <li>Service Orientation (S)</li> <li>Reading Comprehension (S)</li> <li>Critical Thinking (S)</li> </ul>
4.	Cashiers	64	<ul> <li>Customer and Personal Service (K)</li> <li>Mathematics (K)</li> <li>English Language (K)</li> <li>Active Listening (S)</li> <li>Service Orientation (S)</li> <li>Speaking (S)</li> <li>Mathematics (S)</li> <li>Social Perceptiveness (S)</li> </ul>

	Occupation	Employment Needs (Job Openings)	nd Occupations' Employment Needs Knowledge (K)/Skills (S) Needed According to O*NET Online
5.	Waiters and Waitresses	132	<ul> <li>Customer and Personal Service (K)</li> <li>Food Production (K)</li> <li>English Language (K)</li> <li>Active Listening (S)</li> <li>Service Orientation (S)</li> <li>Social Perceptiveness (S)</li> <li>Speaking (S)</li> <li>Coordination(S)</li> </ul>
6.	Office Clerks, General	78	<ul> <li>Clerical (K)</li> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Active Listening (S)</li> <li>Reading Comprehension (S)</li> <li>Speaking (S)</li> <li>Social Perceptiveness (S)</li> </ul>
7.	Stock Clerks and Order Fillers	132	Time Management (S) Customer and Personal Service (K) English Language (K) Mathematics (K) Speaking (S) Active Listening (S) Service Orientation (S) Coordination (S) Time Management (S) Reading Comprehension (S)
8.	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	86	<ul> <li>Clerical (K)</li> <li>English Language (K)</li> <li>Customer and Personal Service (K)</li> <li>Computers and Electronics (K)</li> <li>Administration and Management (K)</li> <li>Writing (S)</li> <li>Active Listening (S)</li> <li>Reading Comprehension (S)</li> <li>Speaking (S)</li> <li>Time Management (S)</li> </ul>

Occupation	Employment Needs (Job Openings)	Knowledge (K)/Skills (S) Needed According to O*NET Online
9. Janitors and Cleaners, Except Maids and Housekeeping Cleaners	71	<ul> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Active Listening (S)</li> </ul>
10. Laborers and Freight, Stock, and Material Movers, Hand	57	• None
11. Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	132	<ul> <li>Sales and Marketing (K)</li> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Administration and Management (K)</li> <li>Active Listening (S)</li> <li>Speaking (S)</li> <li>Persuasion (S)</li> <li>Social Perceptiveness (S)</li> <li>Critical Thinking (S)</li> </ul>
12. Cooks, Restaurant	146	<ul> <li>Food Preparation (K)</li> <li>Production and Processing (K)</li> <li>Coordination (S)</li> <li>Monitoring (S)</li> <li>Active Listening (S)</li> </ul>
13. Sales Representatives, Services, All Other	113	• None
14. Receptionists and Information Clerks	65	<ul> <li>Clerical (K)</li> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Computers and Electronics (K)</li> <li>Active Listening (S)</li> <li>Speaking (S)</li> <li>Service Orientation (S)</li> <li>Critical Thinking (S)</li> <li>Reading Comprehension (S)</li> </ul>
15. Security Guards	131	None

HWOL 1/19/18

Based on emerging industry data from DEO LMI, job opening data from HWOL, and Knowledge and Skill information from O\*Net Online, the below chart illustrates the emerging occupations for LWDA 22, ranked in order, of the Top 15 Emerging Industries stated in

Section (1) A above, the number of open jobs in those occupations and the knowledge and skills an employer is looking for to meet the needs of those occupations.

LWDA 22 Top Emerging Occupations' Employment Needs		
Occupation	Employment Needs (Job Openings)	Knowledge (K)/Skills (S) Needed According to O*NET Online
1. Physician Assistants	26	<ul> <li>Medicine and Dentistry (K)</li> <li>Biology (K)</li> <li>Psychology (K)</li> <li>English Language (K)</li> <li>Therapy and Counseling (K)</li> <li>Active Listening (S)</li> <li>Critical Thinking (S)</li> <li>Reading Comprehension (S)</li> <li>Speaking (S)</li> <li>Service Orientation (S)</li> </ul>
2. Nurse Practitioners	3	<ul> <li>Medicine and Dentistry (K)</li> <li>Psychology (K)</li> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Therapy and Counseling (K)</li> <li>Active Learning (S)</li> <li>Active Listening (S)</li> <li>Critical Thinking (S)</li> <li>Reading Comprehension (S)</li> <li>Social Perceptiveness (S)</li> </ul>
3. Biomedical Engineers	1	<ul> <li>Engineering and Technology (K)</li> <li>Computers and Electronics (K)</li> <li>Mathematics (K)</li> <li>Design (K)</li> <li>Biology (K)</li> <li>Critical Thinking (S)</li> <li>Active Listening (S)</li> <li>Complex Problem Solving (S)</li> <li>Judgement and Decision Making (S)</li> <li>Reading Comprehension (S)</li> </ul>

LWDA 22 Top Emerging Occupations' Employment Needs			
Occupation		Employment Needs	Knowledge (K)/Skills (S) Needed According to O*NET
		(Job Openings)	Online
	terpreters and anslators	10	<ul> <li>English Language (K)</li> <li>Foreign Language (K)</li> <li>Customer and Personal Service (K)</li> <li>Communications and Media (K)</li> <li>Law and Government (K)</li> <li>Active Listening (S)</li> <li>Speaking (S)</li> <li>Reading Comprehension (S)</li> <li>Writing (S)</li> <li>Critical Thinking (S)</li> </ul>
	perations Research nalysts	26	<ul> <li>Mathematics (K)</li> <li>English Language (K)</li> <li>Computers and Electronics (K)</li> <li>Engineering and Technology (K)</li> <li>Administration and Management (K)</li> <li>Mathematics (S)</li> <li>Complex Problem Solving (S)</li> <li>Critical Thinking (S)</li> <li>Active Listening (S)</li> <li>Judgement and Decision Making (S)</li> </ul>
Att	nbulance Drivers and tendants, Except MTs	No results	<ul> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Public Safety and Security (K)</li> <li>Administration and Management (K)</li> <li>Law and Government (K)</li> <li>Critical Thinking (S)</li> <li>Service Orientation (S)</li> <li>Active Listening (S)</li> <li>Active Learning (S)</li> <li>Reading Comprehension (S)</li> </ul>

LWDA 22 Top Emerging Occupations' Employment Needs			
Occupation	Employment Needs	Knowledge (K)/Skills (S) Needed According to O*NET Online	
7. Physical Therapist Assistants	(Job Openings) 13	<ul> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Medicine and Dentistry (K)</li> <li>Psychology (K)</li> <li>Therapy and Counseling (K)</li> <li>Active Listening (S)</li> <li>Monitoring (S)</li> <li>Social Perceptiveness (S)</li> <li>Speaking (S)</li> <li>Service Orientation (S)</li> </ul>	
<ol> <li>Computer Controlled (CNC) Mach. Tool Programmers, M&amp;P</li> </ol>	3	<ul> <li>Mechanical (K)</li> <li>Mathematics (K)</li> <li>Design (K)</li> <li>Computers and Electronics (K)</li> <li>Engineering and Technology (K)</li> <li>Operation Monitoring (S)</li> <li>Monitoring (S)</li> <li>Critical Thinking (S)</li> <li>Quality Control Analysis (S)</li> <li>Operation and Control (S)</li> </ul>	
9. Web Developers	109	<ul> <li>Computers and Electronics (K)</li> <li>English Language (K)</li> <li>Mathematics (K)</li> <li>Communications and Media (K)</li> <li>Programming (S)</li> <li>Critical Thinking (S)</li> <li>Complex Problem Solving (S)</li> <li>Operations Analysis (S)</li> <li>Reading Comprehension (S)</li> </ul>	
10. Septic Tank Servicers and Sewer Pipe Cleaners	1	<ul> <li>Customer and Personal Service (K)</li> <li>Transportation (K)</li> <li>Mechanical (K)</li> <li>English Language (K)</li> <li>Public Safety and Security (K)</li> <li>Operation and Control (S)</li> <li>Operation Monitoring (S)</li> <li>Critical Thinking (S)</li> <li>Active Listening (S)</li> <li>Equipment Maintenance (S)</li> </ul>	

LWDA 22 Top Emerging Occupations' Employment Needs			
Occupation	Employment Needs	Knowledge (K)/Skills (S) Needed According to O*NET Online	
	(Job Openings)	According to O NET Online	
11. Forensic Science Technicians	1	<ul> <li>Law and Government (K)</li> <li>Public Safety and Security (K)</li> <li>English Language (K)</li> <li>Chemistry (K)</li> <li>Computers and Electronics (K)</li> <li>Active Listening (S)</li> <li>Critical Thinking (S)</li> <li>Reading Comprehension (S)</li> <li>Speaking (S)</li> <li>Writing (S)</li> </ul>	
12. Industrial Machine Mechanics	6	<ul> <li>Mechanical (K)</li> <li>Engineering and Technology (K)</li> <li>Production and Processing (K)</li> <li>English Language (K)</li> <li>Mathematics (K)</li> <li>Equipment Maintenance (S)</li> <li>Repairing (S)</li> <li>Operation Monitoring (S)</li> <li>Troubleshooting (S)</li> <li>Operation and Control (S)</li> </ul>	
13. Surgeons	38	<ul> <li>Medicine and Dentistry (K)</li> <li>Customer and Personal Service (K)</li> <li>English Language (K)</li> <li>Biology (K)</li> <li>Education and Training (K)</li> <li>Active Listening (S)</li> <li>Complex Problem Solving (S)</li> <li>Critical Thinking (S)</li> <li>Judgement and Decision Making (S)</li> <li>Reading Comprehension (S)</li> </ul>	
14. Engine and Other Machine Assemblers	No results	<ul> <li>Mechanical (K)</li> <li>Production and Processing (K)</li> <li>Customer and Personal Service (K)</li> <li>Engineering and Technology (K)</li> <li>Operation Monitoring (S)</li> <li>Quality Control Analysis (S)</li> <li>Reading Comprehension (S)</li> <li>Active Listening (S)</li> <li>Critical Thinking (S)</li> </ul>	

LWDA 22 Top Emerging Occupations' Employment Needs				
Occupation	Employment Needs	Knowledge (K)/Skills (S) Needed According		
	(Job Openings)	to O*NET Online		
15. Cabinetmakers and Bench Carpenters	3	<ul> <li>Mathematics (K)</li> <li>Building and Construction (K)</li> <li>Production and Processing (K)</li> <li>Design (K)</li> <li>Mechanical (K)</li> <li>Operation Monitoring (S)</li> <li>Quality Control Analysis (S)</li> <li>Monitoring (S)</li> <li>Operation and Control (S)</li> <li>Critical Thinking (S)</li> </ul>		

HWOL as of 1/19/18

(3) Please provide an analysis of the workforce in the region, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

#### Labor Force and Unemployment

The unemployment rate has declined by 1.0 percentage point over the year to 3.4 percent in December 2017. Since the trough of the Great Recession (unemployment rate = 9.4 percent), the unemployment rate has decreased by 6 percentage points. The labor force has been stable to increasing in recent years (December 2017 labor force = 1,026,696). In addition, the number of unemployed persons has been declining in recent years (December 2017 unemployed persons = 34,813) and the number of employed persons has been increasing (December 2017 employed persons = 991,883).

#### Persons with Barriers to Employment

According to the US Census, Employment Status 2012-2016 American Community Survey 5-Year Estimates for LWDA 22, the unemployment rate was 17.6 percent for disabled persons, 19.6 percent for American Indians and Alaska Natives, 21.6 percent for Native Hawaiians and Other Pacific Islanders, and 6.94 percent for persons 55 and older.

#### Education of the Workforce

According to the US Census, Employment Status 2016 American Community Survey 1-Year Estimates, the most common educational attainment level of LWDA 22 workforce participants from 25 to 64 years old was bachelor's degree or higher at 32.5 percent, followed by some college or Associate degrees at 31.8 percent, and then high school diploma (including equivalency) at 25.9 percent. Only 9.8 percent of workforce participants had attained less than a high school diploma.

(4) Please provide an analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the region (WIOA §108(b)(1)(D) and WIOA §108(b)(7)).

The BWDB and Chief Elected Officials, in collaboration with the one-stop center staff, together updates and assesses their strengths and weaknesses periodically, as needed. In this way, the BWDB assures that input into their goals and objectives mirrors the Deming philosophy, which incorporates feedback from frontline staff and customers.

Prior to the board's annual planning meeting, the one-stop career center staff get together and conducts an organizational planning session, which starts a review of the prior year's goals and objectives with the goal of continuous improvement, streamlining and improving customer services, and increasing performance.

If a SWOT analysis is needed, one-stop career centers recommended goals and objectives, which are considered with the Chief Elected Officials and Board's annual review of its vision, mission, and strategies for the following year.

This year the board also incorporated into its planning the state's goals for WIOA implementation. As the convener and facilitator of workforce stakeholders in the workforce area, the board through its staff held seven Employer Forums in the following industries, during the beginning stages of WIOA implementation:

- Automotive
- Life Sciences
- Marine
- Aviation/Aerospace
- International Trade and Logistics
- Hospitality and Tourism, and;
- Construction.

The forums were aligned in conjunction with workforce area's economic development strategic plan, called Broward County Six Pillars Community Plan. This plan was created by more than 350 Broward County business, civic, academic and government leaders,

volunteers and community residents. Six Pillars is meant to help communities prosper and create high paying jobs by developing and implementing a visioning process through 2030.

The Six Pillars framework is the product of collaboration and research by the Florida Chamber Foundation, working with many other partners. It identifies the critical factors determining Florida's future and that of its communities. They are as follows:

- 1. Talent Supply & Education
- 2. Innovation & Economic Development
- 3. Infrastructure & Growth Leadership
- 4. Business Climate & Competitiveness
- 5. Civic & Governance Systems
- 6. Quality of Life & Quality Places

With a focus on creating attracting, expanding and retaining high wage jobs, CSBD established employer forums to understand their pain points. The forums included representatives from industry, education, economic development, social service and government. As a result of our employer Forums, we were able to collect information relating to:

- 1. Available jobs and companies' plans for future hiring; and,
- 2. The skills job seekers need to be competitive and any existing skills gaps.

The forums provided a basis for the board to facilitate a continuing collaborative environment for employers and education to guide curriculum development. It also provided the opportunity for outreach to new employers, as well as existing CSBD employer customers, to receive information about CSBD services.

We partner with VR and Blind services in order to continuously increase opportunities for those with disabilities. We seek out the input of VR and Blind Services whenever the opportunity arises as well as through the many events and committees on which we are jointly represented. In addition, the Senior Quality Assurance Analyst, who serves as the supervisor of the disability programs, coordinates activities to ensure accessibility in the one-stop centers and in our programs. CSBD is one of eighteen Florida LWDBs, designated as

Employment Networks by the Social Security Administration, enabling our participation in the federally funded Ticket to Work program.

Through Ticket to Work, recipients of Social Security Disability Insurance and/or Supplemental Security Income receive priority assistance, such as job search, career planning and skill building to enhance their efforts to find and retain a job and work toward becoming self-sufficient. CSBD is ranked the #1 workforce development board Employment Network in the country.

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)).

The CSBD one-stop career center jobseekers can access a wide array of employment and training services. WIOA Success Coaches provide eligible job seekers with basic and individualized services. Services are integrated and customers have access to a full array of WIOA and partner services.

The type and availability of adult and dislocated worker employment and training services and activities range from information about careers and the local labor market, job search assistance, case management, assessments, such as, but not limited to, the following:

- TABE
- eSkills
- CareerScope
- C-TORQ
- Employ Florida, and Career One Stop
- Workshops that teach:
  - basic PC skills
  - resume writing
  - o interviewing
  - o social media and related networking
  - o financial stability
  - $\circ$  soft skills and job readiness
  - o advanced job search techniques; and
  - the development of employment plans

Further, CSBD provides a variety of training services, such as:

- Occupational skills training
- On-the-job training
- Work experience
- Customized training, and adult education and literacy in combination with other training services, such as IWT, and;
- Rapid response and supportive services to assist individuals participating in employment and training activities.

These activities assist individuals to acquire jobs, establish a work history, develop skills, and progress in the workplace.

The type and availability of adult and dislocated worker employment and training services are assessed continuously in a variety of ways, ranging from customer satisfaction surveys to outcome metrics that can be analyzed to determine placement rate, time to placement, cost per placement, training related placements, earnings at placement and employment retention. In-process measures and reports are used to evaluate process performance and a plan, do, check act model is used for continuous improvement.

Selection of training providers and courses of training, as well as the removal of training providers from the Eligible Training Provider List, is done through a review process established by the CSBD governing boards and include staff and board committees. In addition, CSBD staff holds provider meetings to hear from training providers and to disseminate information to continuously improve the system and increase training-related placements.

(6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b)(9)).

All youth program elements are available to youth as part of a menu of services based on their objective assessment and Individual Service Strategy (ISS). The fourteen elements identified by WIOA are available to youth on an as needed basis through our contracted youth services providers. CSBD currently contracts with the School Board of Broward County for an in-school program serving high school juniors and seniors. Program services include dropout prevention (one-on-one tutoring, FCAT assistance), employability skills, entrepreneurialism, internships/work experience, guidance and counseling, life skills training, leadership training and mentoring. The Youth Committee and the BWDB will determine whether and how to continue WIOA in-school youth activities moving forward based upon local need and availability of funds.

Out-of-school youth services are provided using 3 different service models: 1) Navigator, 2) Traditional Full Service and 3) Vendor. The following is a description of each model:

## 1) Navigator

Navigators are staff imbedded in an already existing program serving eligible out-of-school youth, thereby reducing the caseload of the primary case manager for those youth and providing employment-related services to youth. Navigators serve as specialized WIOA case managers for up to 12 - 15 youth. The youth are provided with intensive "round the clock" holistic services, including comprehensive guidance and counseling as needed, paired with other activities that result in the desired WIOA outcomes for the youth.

# 2) Traditional Full Service

The program design of the traditional full service model gives youth the opportunity to participate in the fourteen WIOA youth elements beginning and ending around the same time. Program designs are based on research and/or replication of a successful model to include:

- 1. Enrollment into post-secondary school/training resulting in:
  - a. The attainment of a recognized post-secondary credential and,
  - b. Placement into unsubsidized employment; or,
- One-on-one tutoring, which may also include computer assisted instruction for youth resulting in the attainment of a high school diploma/credential followed by placement into unsubsidized employment or into post-secondary school; or,
- 3. Workplace preparation, including employability and soft skills, and placement into unsubsidized employment. All program designs include a paid work experience tied to the youths' career pathway and employability skills.

## 3) Vendor

Contracted Youth Vendors deliver the WIOA youth elements on a one-by-one or small group basis. Providers contracted as Navigators or as Full Service providers refer youth to vendor services, as needed, as determined by the youth's Success Coach. Vendors provide services for youth participants to include:

- Tutoring at the high school and post-secondary level
- Leadership development training, and
- Financial literacy and entrepreneurial training.

All programs include activities to serve youth with disabilities. Given the heightened emphasis on the provision of service to students and youth with disabilities under WIOA, CSBD is a vendor for Vocational Rehabilitation (VR) to provide pre-employment training for transition youth. The VR Transition Youth program offers youth with disabilities opportunities to gain work experiences that help them prepare for successful employment. CSBD is also a vendor of VR providing benefits planning for youth receiving SSI or SSDI to explain to them: 1) how working could affect their benefits; 2) how they would make more money working than receiving benefits; and 3) what Social Security work incentives they may be eligible to receive. Additionally, youth receiving SSI or SSDI are also enrolled in our Ticket to Work program.

CSBD funds both in-school and out-of-school youth programs and activities through providers selected following a competitive procurement. CSBD youth providers include:

1. The School Board of Broward County (SBBC). The SBBC operates two programs for CSBD.

The first is an in-school youth drop-out prevention program targeting eligible WIOA juniors and seniors through high school graduation. The program offers the youth after school activities, which include:

- Basic skills assistance
- Employability skills
- Career exploration
- Tutoring, and

• A work experience during the school year and in the summer between their junior and senior years.

The second program is provided by the SBBC as the CSBD Adult Literacy provider for Broward County. It is an out-of-school youth program targeting youth in GED and providing them with:

- Tutoring
- Career pathways assessments, and
- Placement into a work experience or on-the job training through attainment of the GED followed by placement into post-secondary school, apprenticeship, advanced training, the military or unsubsidized employment.
- 2. Broward College

Broward College is replicating the "Get Real" program, serving out-of-school youth, providing them with a community within the college and enrolling high school graduates who are not in school at the time of recruitment into a literacy and math boot camp, followed by enrollment into post-secondary occupational skills training at the college, including apprenticeship training funded through a discretionary grant from the US DOL.

3. FLITE Center

The FLITE Center is a Community-Based Organization (CBO) that serves foster care youth, exclusively. FLITE is funded to provide intense case management to WIOA eligible out-of-school youth transitioning to independent living.

4. HANDY

HANDY is a CBO that serves all categories of barriered out-of-school youth, such as:

- Ex-offender youth
- Foster care youth
- Homeless youth, and
- Runaways and disaffected youth.

HANDY is funded to provide intense case management to WIOA eligible out-ofschool youth transitioning to independent living.

## 5. Tutoring

CSBD has also secured quotes from businesses that provide tutoring services. Tutors are available to youth in post-secondary school as determined by the youth in coordination with their case manager

6. Vocational Rehabilitation (VR)

CSBD is a vendor of VR providing employability skills to disabled youth and working with the youth to provide placement assistance, as needed, into unsubsidized jobs. CSBD is also a vendor of VR providing benefits planning for youth receiving SSI or SSDI to explain to them: 1) how working could affect their benefits; 2) how they would make more money working than receiving benefits; and 3) what Social Security work incentives they may be eligible to receive. CSBD has been working with VR to establish a partnership serving VR in-school youth participants and dual enrolling them into WIOA to provide complementary services.

7. Summer Youth Work Experience Programs

CSBD combines funds provided by the CSC to serve an estimated 600 – 700 at -risk and low-income youth, ages 16 – 18, during the summer months. Welfare Transition Program funds, when available, may serve youth through age 24 with employability skills and a work experience. CSBD is working on soliciting funds from the private sector to support youth in a summer internship. CSBD has received Community Development Block Grant funds from Broward County and the City of Fort Lauderdale, two of the members of the CSBD Council of Elected Officials, as well as from a number of other cities to support additional slots in the CSBD summer youth employment program.

8. AmeriCorps

CSBD was awarded an AmeriCorps Grant, which allows CSBD to station volunteers at various locations throughout its one-stop system and with providers to help increase services to disadvantage youth and adults. This grant is due to end July 31, 2018. There are approximately 19,000 opportunity youth in the workforce development area. WIOA and other grants allow us to serve approximately 1 up to 1,500 youth annually, if we include youth served during the summer program. As a result, CSBD seeks ways in which to expand services to this population. In any given year, depending upon the WTP caseload and their needs, CSBD may decide to operate a year-round program for youth at risk of needing welfare services in the future. Using scholarly research from the Center for Law and Social Policy, Manpower Development Research Corporation and similar entities, CSBD will develop policy for identifying youth at-risk of needing welfare services for purposes of any program its governing boards may wish to fund.

CSBD is not a provider of youth services, although it is now allowed under WIOA. However, depending upon provider performance, funding, and discretionary grant awards, CSBD may decide to provide youth services directly or through the one-stop in the future.

#### WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

(1) Provide a description of the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).

#### The BWDB's vision

To be the premier workforce agency facilitating better jobs and providing quality workers that enhances the quality of life and builds a sustainable economy for Broward County.

#### The BWDB's Mission

To provide innovative solutions through the professional delivery of quality services, which consistently and effectively meet workforce needs.

The CSBD governing boards meet annually to review and update their Vision, Mission and Goals. A part of the planning process includes an analysis of the local workforce area's economic conditions. The workforce board considers:

- 1. Existing and emerging in-demand industry sectors and occupations.
- 2. The employment needs of employers in those sectors & occupations.
- The knowledge and skills needed to meet the employment needs of the employers in the local workforce area, including employment needs of in-demand industry sectors and occupations.
- 4. The workforce in the local workforce area, current labor force employment and unemployment data, information about labor market trends, and the educational and skill levels of the workforce in the region.
- 5. The workforce needs of individuals with barriers to employment.
- 6. The workforce development activities, including education and training in LWDA 22, as well as an assessment of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of local employers.

In 2011, more than 350 local workforce area business, civic, academic and government leaders, volunteers and community residents began the process of developing a strategic visioning plan through the year 2030, using the Six Pillars framework of the Florida Chamber Foundation as a strategic planning tool.

The Six Pillars plan, which was launched in October 2012 sets goals through 2030, is meant to help communities prosper and create high paying jobs through 22 goals and 82 strategies. The CSBD President and CEO Co-Chairs the Talent Supply & Education Committee. The Six Pillars goals can be accessed at <u>Greater Fort Lauderdale Alliance Six Pillars</u>. The CSBD governing boards have incorporated the Six Pillars workforce goals into their strategic goals, which objectives and strategies are identified based on their annual planning session, and assigned to the Board's committees for implementation to meet performance.

(2) Describe the local area's strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

The core partners all have seats on the BWDB and sit on the Board's committees. CSBD has entered in a Memoranda of Understanding with both our core and legislative partners. Because of the presence of our core partners on the board and BWDB committees, they are a part of the decision making process.

A key goal of the CSBD governing boards is to coordinate services with respect to mutual participants and to strengthen referrals among the partner programs. As a one-stop operator has been selected by the CSBD governing boards, the one-stop operator is charged with scheduling meetings on an on-going basis with the core and legislative partners to further these goals and make them part of our everyday standard operation.

As the core partners also share performance measures with CSBD, a special assignment for the one-stop operator is to strategize with the core partners on how to assist each other in the delivery of the performance measures. Strategies include:

- 1. Referrals to the WIOA adult program following adult participants' attainment of a GED through an Adult and Family Literacy Act (AEFLA) program.
- 2. Identifying adult referrals between Vocational Rehabilitation / Services for the Blind and Wagner Peyser / WIOA.
- 3. Sharing information. Information is currently easily shared between WIOA and Wagner Peyser. Through FERPA agreements information can be shared between WIOA and our AEFLA as well as other education partners. A strategy for sharing information with Vocational Rehabilitation also exists for common customers. As common participants are also shared with the other legislative one-stop partners, methods for sharing information with them is a goal of the workforce delivery system.
- 4. Identifying services provided by the core programs, which are specific to those programs, so that participants needing those services can be identified, referred and co-enrolled.
- (3) Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

The Council of Elected Officials and Broward Workforce Development Board ensures the success of achieving organizational goals on an on-going and annual basis using a broad array of performance indicators. Such indicators include:

- State annual program and fiscal reviews
- Annual external audit
- Multiple yearly external fiscal monitorings
- Multiple external program monitorings each year
- Monthly quality assurance reviews
- Monthly performance reports covering all funding streams
- Monthly Financial Reports

The Board and its committees also receive frequent briefings from CSBD at their meetings to increase their understanding of each workforce program and related initiatives, which increases their ability to provide oversight and develop policies.

(4) Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part §38.

CSBD is a member of the South Florida Business Leadership Network, which is a businessto-business network connecting the American Job Centers with employers to hire and retain people with disabilities. CSBD has a very successful Ticket to Work (TTW) Program serving those customers with disabilities between the ages of 18-64 who are receiving SSI or SSDI. CSBD is the #1 ranked Workforce Employment Network in the country. If a customer with a disability is not eligible for the TTW Program, they are served like everyone else in our centers. CSBD has various assistive technologies in the centers to help customers with various needs.

CSBD also has a Disability Specialist in each of its centers to serve as a resource for staff and customers who may need assistance. CSBD has a contracted provider to conduct signlanguage interpreter services for hearing impaired customers, as well as foreign language interpreting services for customers with Limited English Proficiency. These services can be scheduled or accessed on-demand.

The Equal Opportunity Officer is vigilant about ensuring access to all customers. A visit is made to every provider to ensure they are disability accessible.

On an annual basis, CSBD develops a report to review the demographic data of our participants to ensure services are delivered according to the representation of our community area.

(5) Describe the process used to develop your area's vision and goals, including a description of participants in the process.

The BWDB meets 10 times a year, on average, in concert with the CSBD Council of elected officials. There are seven board committees, which include board members and members from the community as appropriate.

Each year the BWDB holds a planning meeting. During the meeting, issues facing employers and jobseekers in our community are discussed. The board receives reports on year-to-date accomplishments and performance and hears about the staff planning meeting held earlier in the year.

The BWDB re-examines and updates its strategic plan each year at an annual planning meeting at which they conduct an environmental scan, review the vision and mission for relevancy and to align their goals with those of the state. The CSBD Council members also attend. The meeting is noticed and held in the "Sunshine" so that interested members of the community can attend. Economists, educators, local, state or federal experts in areas which are closely aligned with workforce development, are invited to speak on issues of the moment as well as what to expect in the future. The board reviews the prior year's goals and sets new goals.

The results of the planning session are published at a board meeting where the Council of Elected Officials votes on the vision, mission, goals and priorities. Following the approval of the goals and objectives, they are distributed to the relevant board committees to work on developing the strategies to meet the goals. Staff is then responsible for implementing the strategies.

(6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)).

The local vision, mission, goals and priorities are targeted at meeting the federal measures.

(7) Indicate the negotiated local levels of performance for the federal measures (WIOA §108(b)(17)).

These are the current (WIOA) year's goals:

Common Measures	PY 17-18 Negotiated Performance Goals
Adults:	
Employed 2 <sup>nd</sup> Quarter After Exit	89.00%
Employed 4 <sup>th</sup> Quarter After Exit	85.00%
Median Wage 2 <sup>nd</sup> Quarter After Exit	\$7,850.00
Dislocated Workers:	
Employed 2 <sup>nd</sup> Quarter After Exit	83.00%
Employed 4 <sup>th</sup> Quarter After Exit	79.00%
Median Wage 2 <sup>nd</sup> Quarter After Exit	\$6,850.00
Youth Common Measures:	
Employed 2 <sup>nd</sup> Quarter After Exit	76.00%
Employed 4 <sup>th</sup> Quarter After Exit	69.00%

(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b)(17)).

CSBD has a contracted provider who conducts our annual audit and separate contracted providers that monitor program and fiscal operations. The state also monitors programs and finance and we have quality assurance staff that monitors on a frequent and on-going basis. Quality Assurance tools are updated to align with the state monitoring tools.

CSBD's Finance Department creates a Monthly Financial Report for staff to track budget versus expenditures. Board staff reviews the reports monthly and makes course corrections, as necessary.

CSBD Quality Assurance Department developed a Key Performance Indicator (KPI) Report that measures weekly and monthly performance. Staff regularly convenes to discuss the report, and corrective actions are implemented as needed.

Program supervisors in the one-stop centers conduct monthly monitoring of programs. Quality Assurance and Training Coordinators in the one-stops conduct tri-annual monitoring of programs. Corrective actions are identified and implemented to address findings. (9) Describe the definition of "self-sufficiency" used by your local area (WIOA §108(b)(1)).

The BWDB met on 1/26/17 to consider an appropriate definition of self-sufficiency. Based on research provided by staff and input from the public and providers, the following definition for self-sufficiency was adopted as indicated in the BWDB Self-Sufficiency Wage Level Chart below:

Family Size	Self-Sufficiency Wage Level for WIOA Eligibility for Adult Training Services
1	\$42,700 HUD Standard
2	\$48,800 HUD Standard
3	\$59,218 200% LLSIL
4	\$73,110 200% LLSIL
5	\$86,288 200% LLSIL
6	\$100,918 200% LLSIL
7	\$115,548 200% LLSIL
8	\$130,178 200% LLSIL

Dislocated workers who have become re-employed in "income maintenance" jobs, a job with a lower rate of pay than the job of dislocation, may be served as long as the wage earned does not exceed the local criterion for self-sufficiency.

#### COORDINATION OF SERVICES

(1) Coordination of programs/partners: Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers (TEGL 3-15).

CSBD coordinates and provides WIOA services by sharing participants through two-way referrals with Vocational Rehabilitation and Adult Education and Literacy and dual enrolling participants across partner programs (e.g., TANF and WIOA). This prevents duplication of efforts and provides seamless service delivery to our customers. To expand our function as strategists and community conveners to hear "the voice of the customer" on the workforce needs of Broward County, we participate in community and business initiatives to harness the expertise that exists within the local workforce area. For example, we serve on the Distressed Communities Sub-committee of the Greater Fort Lauderdale Alliance Broward County. The intent of our participation in these collaborative efforts is to meet local workforce area development needs, coordinate services as well as to find solutions for special populations with barriers to employment. Recommendations from the meetings move on to our governing boards, culminating in the roadmap, which are both incorporated into this workforce services plan and also into a strategic planning matrix, as applicable to each of the board's committees, so that the members can work on the objectives throughout the year.

(2) Coordination with Economic Development Activities: Describe how the local board will coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the region (or planning region) in which the local area is located, and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

The President and CEO of the Greater Ft. Lauderdale Alliance (Alliance), which is the local economic development agency, is a BWDB board member and CSBD's President/CEO is a board member of the Alliance. The BWDB has created an intermediary position that is co-located at the Alliance, performing outreach to new employers and sharing CSBD available services.

CSBD is a member of the Alliance of Entrepreneur Resource Organizations (AERO) and participates in their monthly meetings. We also work closely with the Broward County Office of Economic Development, SCORE, the chambers, Hispanic Unity, and other organizations involved with economic development and entrepreneurial training. We exchange information with Angel Investor and other entrepreneurial funding organizations. We have a working relationship with the Broward College Innovation Hub, and have partnered with them for a \$1 million i6 Challenge Grant through the US Department of Commerce.

Additional coordination comes from staying connected to Broward County's Office of Economic and Small Business Development, whose director is a BWDB, member. In addition to an intermediary to economic development, CSBD also assigns intermediaries to the fastest growing and key sectors, providing additional business intelligence and channels of communication, leading to increased coordination.

As strategists and community conveners CSBD, held a joint meeting with the Broward Workshop and the BWDB's executive committee. The Broward Workshop is a private, non-profit, non-partisan business organization established in 1981 consisting of the chief decision makers representing 100 of local workforce area's major businesses and professions. A major action item to address the skills gap that came out of the meeting is for us to spearhead an area-wide internship initiative.

(3) Coordination of education and workforce investment activities: Describe how the local board coordinates education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10)).

As is required by WIOA, secondary and post-secondary education is represented on the BWDB. This provides an opportunity for education to be aware of and have input into BWDB initiatives and activities. Education representatives are also invited to business forums so they can hear directly from the business community with respect to training needs and skills gaps. Both the School Board of Broward County (SBBC) and Broward College cover the entire workforce area. There is only one school district and one community college system in the Broward County workforce area.

In the Broward County workforce area, the SBBC is also the vocational technical school provider and the Adult and Family Education and Literacy Act Provider. Through their representatives on the workforce board and through relationships built with these partners over the years, the BWDB is able to coordinate education and workforce in numerous and meaningful ways.

(4) Coordination of transportation and other supportive services: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11)).

CSBD coordinates WIOA and TANF activities for transportation, including public transportation and other supportive services, based upon program eligible job seeker needs and fund availability. Local policy requires that it must be determined that another resource is not available to provide such support services before using WIOA or TANF funding. As such, CSBD partners with the County's Family Success Centers to help customers with emergency services, such as water and electricity bill payment and free bus passes from Broward County Transit (BCT). If a customer cannot take public transportation, such as an individual with a disability, CSBD one-stop staff refers customers to BCT's TOPS (Transportation Options Program) program. Both the need and lack of resources must be documented.

CSBD issues specific denomination VISA cards and "load fund" Citi Bank cards for support services. The Senior Vice President of Finance is the administrator. The Finance Department is responsible for maintaining an adequate supply of cards and cash from which to draw funds. Customers in need of child care are referred to the Department of Children and Families for TANF and the Welfare Transition Program.

The EO Officer/Senior Quality Assurance Analyst is a member of the Transportation Disadvantaged Local Coordinating Board, which is committed to assisting the transportation disadvantaged persons of Broward County with their transportation needs. (5) Coordination of Wagner-Peyser Services: Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).

A core mission of CSBD is to offer universally accessible services to all job seekers and assuring veterans receive priority of service. CSBD maximizes the coordination of services provided to job seekers and employers, while avoiding duplication of services, through the co-location of Wagner-Peyser Employment Services and other partner agencies in the one-stop career centers. Co-location improves efficiency and allows for functional alignment where appropriate to make service delivery as seamless as possible within each one-stop center.

Each one-stop career center includes a one-stop manager who ensures the workforce centers are universally accessible, customer centered, and training is career-driven. This includes providing easy access to and assistance with workforce related activities, such as job search, exploring work preparation and career development services, as well as referral to WIOA Title I career services.

(6) Coordination of Adult Education and Literacy: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board carries out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II WIOA §108(b)(10).

Broward County is a one school system district. The School Board of Broward County (SBBC) is also the single provider of Adult Education and Literacy in the workforce area; as a result, there are no applications to review.

With respect to coordination, the SBBC provides GED classes in the one-stop from time to time. Currently, the SBBC is an out-of-school youth (OSY) provider, working with eligible OSY to assure they receive their GED. This partnership and coordination is strengthened by having Adult Literacy and Vocational Technical schools represented on our Board,

which has enabled us to realize a shared vision and partner on grant applications and initiatives.

CSBD also refers adults and dislocated workers who need to work on their literacy levels or English language skills to the Adult Literacy System before they receive an ITA. In this way, the two organizations collaborate on career pathway programs designed to help prepare low-skilled workers for jobs that support an economically self-sufficient wage (e.g., cross referrals, and co-enrollment).

(7) Reduction of Welfare Dependency: Describe how the local board coordinates workforce investment activities to help reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help such recipients become self-sufficient. Additionally, describe the strategies the local area uses to meet CareerSource Florida's goal of reducing welfare.

Both TANF and SNAP E & T are integrated and co-located in our centers. The one-stop system integrates WT/TANF, SNAP E & T, Vocational Rehabilitation, Adult Education and Family Literacy Act, Wagner Peyser and WIOA programs. Further, CSBD integrates a number of discretionary grant programs as awarded by the state and/or federal government, such as entrepreneurial programs awarded by the Department of Commerce, disability programs awarded through the Social Security Administration, as well as a variety of grants awarded by the US DOL. All these initiatives expand the universe of options available to our TANF and SNAP E & T job-seeker customers. Our resource rooms, workshops, computers, telephones and fax equipment are available during the hours the centers are open. Within the center, space is dedicated to TANF and SNAP E & T program specific "labs," along with dedicated staff who provide employment-related coaching and customerspecific job development and job fair/recruitment activities and events. CSBD also provides support services, such as assistance with transportation and interview and work attire. In alignment with CareerSource Florida's goal to reduce welfare dependence, once customers find employment, follow-up and transitional services are offered to stabilize and support continued employment and to reduce recidivism.

(8) Cooperative Agreements: Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

Vocational Rehab is currently represented on our board. Working together, CSBD has the following cooperative agreements:

- a. An agreement for CSBD to serve as a vendor for their Public Work-Related Rehab Facility to provide pre-placement training for youth.
- b. An agreement for CSBD to serve as a Work Incentive Planning Assistance provider to conduct benefit planning analysis with VR customers where we explain how working benefits them even while receiving assistance.
- c. An agreement for CSBD to serve as a Ticket to Work Provider as part of the Partnership Plus Program.
- d. VR, in partnership with CSBD, assesses our centers for accessibility to individuals with disabilities.

## DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

- (1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)).
  - A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.

Each of the required WIOA partners is included in the local one-stop system; however, they are not all collocated. Below is a list of the one-stop partners and a description of their roles. With respect to resource contributions, our one-stop is organized using a mall approach for the contribution of resources. Partners that are collocated pay their proportionate share of the square footage they occupy and the related common area.

The following described the roles of the partners in the OS system:

- Adults, Dislocated Workers and Youth are served in the one-stop centers. The WIOA Adult/ Dislocated Worker programs, together with Wagner-Peyser universal labor exchange services, form the heart of our one-stop system. Some out-of-school youth (OSY) not served by our youth providers are also able to access services and training through the one-stop system. Our one-stop partners are very familiar with the services. WIOA pays their fair share of costs.
- Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Employment and Training (SNAP) Programs – Are integrated and co-located in our centers. Allocations are made by the state to support these programs at the local level. TANF/SNAP pays their fair share of costs.
- Wagner-Peyser Together with WIOA forms the nucleus of the workforce system, offering universal services, which allow for further assessment and referral to WIOA, as well as all of our partner services. From recruitments to job fairs, our renowned Professional Placement Network and dedicated Veteran's services, all individuals entering the one-stop begin in resource rooms accessing job search tools, online assessments, and workshops targeted at helping customers find not just a job but the right job. Wagner-Peyer is our one-stop partner's entry to coordinating with our employer customers. Wagner-Peyser has been

collocated since the inception of the Workforce Investment Act and helps to support the onestop infrastructure by paying their fair share of the infrastructure.

- Vocational Rehabilitation (Voc Rehab) Is co-located in our South one-stop center. We have a strong coordinative relationship with Voc Rehab and serve as a vendor for Pre-Employment Training, Work Incentive and Planning Assistance Services and Partnership Plus. Because of CareerSource Broward's strong emphasis on services to the disabled through our Ticket to Work program, we collaborate and coordinate on the services to this high priority population. All our one-stop centers have a process in place to refer customers. Voc Rehab is represented on the BWDB and contributes to the infrastructure through rent and common area costs in the south one-stop center.
- Senior Community Service Employment Program (SCSEP) The SCSEP programs colocate in one of our centers, leasing space from us and providing program services and cross referrals between our programs. Through work experience opportunities, older workers also assist in the resource room and, as needed, in all three of the one-stop centers.
- Adult Education and Family Literacy Act Programs (AEFLA) Is solely delivered by the Career Technical Adult and Community Education (CTACE) Division of the Broward County School Board. AEFLA has collocated with us from time to time to provide GED training in the one-stop centers. At this time, AEFLA does not have a presence in the one-stop; however, we have a strong referral system in place for individuals needing to acquire a high school credential or needing to upgrade their literacy skills before they can qualify for training. AEFLA is represented on the BWDB and Youth Committee by the Head of the CTACE Division of the School District. CSBD currently contracts with CTACE to serve OSY needing a GED. We expect to address infrastructure and possible co-location next year once the Governor has determined how core partner infrastructure funds will be allocated to the local areas.
- Career and Technical Education Is delivered through the School Board of Broward County. (Please see information on CTACE above). CTACE programs are on our Eligible Training Provider List. They are represented on the BWDB through the Chief of that

Division-CTACE, together with the Broward College, and are two of our key partners in the provision of training to our participants.

- Trade Adjustment Assistance Act (TAA) Program We provide these services through state staff co-located in the one-stop. Often TAA clients are dual enrolled into dislocated worker programs.
- Jobs for Veterans Grant Veterans services are provided at all one-stop center locations. Through an allocation of state funds, they pay their fair share of infrastructure and operating costs. Our Veterans' staff serves more veterans than local areas that have a military base in their boundaries. We are also connected with the Veterans Symposium, which is a Vets service collaborative with Mission United, a nationally renowned Vets service initiative.
- Community Service Block Grant Services are delivered through Family Success Centers located throughout Broward County. Broward County is represented on our Council of Elected Officials and also on the BWDB. As we serve many of the same participants, we meet to discuss the types of support services offered to avoid duplication and have an ongoing relationship, which allows us to refer customers needing emergency services and weatherization. Each summer, the County through CSBD contributes to our Summer Youth Employment Program, allowing us to serve additional youth through other funding streams.
- Department of Housing and Urban Development (HUD) There is no HUD employment and training program currently operating in our area; HUD is represented on our Youth Committee. We recruit for all programs from "Section 8" housing communities.
- **Unemployment Insurance** Co-located in our center and pays their fair share of costs.
- Second Chance Act Juvenile Justice is represented on our Youth Committee. Our OSY providers recruit and target youth who are on probation, received a civil citation or are exiting the jails. The CSBD Senior Quality Assurance Analyst is the Chair of the Broward County Reentry Coalition. CSBD is the number one user of the Federal Bonding Program in the state. CSBD's President/CEO serves on the 17<sup>th</sup> District Juvenile Justice Advisory Board.

- Migrant and Seasonal Farmworker (MSFW) Program CareerSource Broward does not receive Migrant and Seasonal Farmworker funds for farming, which uses seasonal help, is no longer a significant occupation in Broward County. From time to time, an individual will visit the one-stop center for services and once eligibility is established we provide WIOA services.
- Job Corps There is not a local Job Corps Program in Region 22. Job Corps is located in the southern part of the CareerSource South Florida workforce area. From time to time, Job Corps attends BWDB Youth Committee meetings. We maintain a link to their webpage in all our career center resource room computers and refer interested customers.
- Youth Build Currently OIC, a local Community Based Organization (CBO), has a grant to operate Youth Build programs. CSBD has a cooperative agreement with OIC for cross referral of the youth.
- Native American Programs CareerSource Broward has reached out to the Seminole Tribe, which is in our workforce area, many times during the course of implementing Workforce Investment Act/WIOA programs; however, they have chosen not to participate.
   We do reach out from time to time to let them know that we are available for services to the tribal members, if they wish to access the system.
  - B. Identify any non-required partners included in the local one-stop delivery system.

None. There are no non-required partners included in the local one-stop delivery system.

C. The LWDB, with the agreement of the chief elected official, shall develop and enter a memorandum of understanding between the local board and the one-stop partners. Please provide a copy of sector executed MOUs (WIOA §108(b)(6)(D)).

Attached are the required agreements. See Exhibit C

- (2) **Customer Access:** Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.
  - A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

The EO Officer is responsible for ensuring accessibility in the centers. The EO Officer annually reviews the one-stop centers using the Accessibility Survey. If a customer needs extra assistance, the center will create an Integrated Resource Team (IRT) to ensure the appropriate staff meet the needs of the customer. The IRT approach involves diversified service systems coordinating services and leveraging funding in order to meet the needs of an individual jobseeker with a disability. IRTs provide the opportunity for comprehensive, wrap-around services on behalf of an individual with a disability or other challenges to employment by bringing together diverse programs and services that meet the needs of a particular job seeker. CSBD has a Disability Specialist in each of the centers to assist employers, staff and customers with any technology needs using the assistive technology, resources in the community or to schedule an interpreter for a customer. CSBD has various assistive technologies to assist a variety of customer needs, such as screen readers, screen magnifiers, JAWS software, bigger keyboards, a specialized mouse, etc. Staff is trained on an annual basis on disability etiquette and serving customers with disabilities.

B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.

The CSBD brand provides standardized services in each of its three career centers. Job seekers and employers receive a consistent customer experience from the signage to the delivery of services, to the application of our polices, and practices.

#### **Equitable Use**

All customers that visit our career centers are welcomed and assisted with their needs. The career centers are set up so that when a customer enters there is a reception desk and a kiosk sign-in system for a customer to register in to the center. If a customer is not able to use the kiosk, a staff member at the reception desk can assist them.

### Flexibility in Use

The resource room is at the front of the career center so all customers have access to the equipment without having to travel too far within the center. There is a computer in each center's resource room that has assistive/adaptive technology and designed to accommodate a wide range of individual preferences and abilities.

### Simple and Intuitive Use

Information is provided to the customers in an easy to understand way. They are asked throughout the process if they understand the information provided to them. CSBD has an on-demand interpreting service for those customers that either need foreign language interpretation or sing-language interpretation assistance.

#### **Perceptible Information**

Signs are posted throughout the center informing customer of various departments, disability equipment, and training/workshops rooms. These signs are both written and pictorial. If customers are not sure what they need to do or understand necessary information, staff is always there to guide the customers.

### **Tolerance for Error**

The centers are designed to minimize hazards and provide warnings both visually and by sound if there is an emergency in the building. All traveled areas are kept clear so that customers with physical disabilities or wheelchair bound do not have any obstructions in their travels throughout the center.

## Low Physical Effort and Size and Space for Approach and Use

All accessibility equipment is designed to ensure customers have easy access, are comfortable, are within reach, easy to manipulate and use, regardless of the customer's body size, posture or mobility.

C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).

CSBD is in full compliance with the requirements of the Americans with Disabilities Act. CSBD also uses technology that extends services beyond the "bricks and mortar" buildings to improve the delivery of services to virtual customers. By using the internet, "online" customers who visit the CSBD webpage can access:

- Employ Florida registration,
- Portals to fill out on line applications and reserve their attendance / seat for one our on-site recruitment events or workshops
- Orientation videos; and
- Web-based career exploration tools and labor market information.

CSBD has established an intern portal in response to employer demand to allow Broward county citizens and residents to gain experience in jobs before applying for work.

Eligible customers can also access career and work ready assessments, such as C-TORQ and eSkills. Customers are able to electronically access and fill out additional forms and submit them with their electronic signature through the CSBD document management system.

CSBD has also developed and deployed "virtual" kiosks at various locations throughout the local workforce area, such as Broward County's Family Success Centers. The kiosks "mimic" our resource room computers and allow customers the ability to access our services and the services of partner agencies, such as the Department of Children and Families.

In these and other ways, we provide workforce services to job seekers and employers who may find it challenging to travel to a one-stop career center or who just like the additional convenience of being able to access one-stop services 24/7, 365 days a year. These tools are not intended to be a replacement for the services provided at the one-stop centers. Rather, they promote awareness of CSBD services, improve our brand name and, for some, meet their immediate needs without the necessity to travel to one of the three one-stop centers.

(3) Integration of Services: Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

CSBD uses Employ Florida and the One Stop Service Tracking (OSST) systems provided by the State for case management. There is not a system that integrates at a minimum, all WIOA partner programs. We use technology-enabled processes, such as Welfare Transition Automation, and our online WIOA application, to increase accessibility and streamline the intake process. By using the internet, "online" customers can access:

- Employ Florida registration
- Portals to fill out online applications, such as our summer youth program application
- Reserve their attendance / seat for one our on-site recruitment events or workshops
- Orientation videos; and.
- Web-based career exploration tools and labor market information.

Eligible customers can also access career and work ready assessments, such as C-TORQ and eSkills. Several years ago, we transitioned to a paperless case file information management system. Customers are able to electronically access and fill out additional forms and submit them to us with their electronic signature through this new electronic document management system.

(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of the one-stop operator(s) (WIOA §121(d)(2)(A)).

CSBD issued a Request for Quotes (RFQ) for the one-stop operator in accordance with the USDOL Joint Rule and 2 CFR 200.317- 236 requirements. At CSBD's 2015 annual Broward Workforce Development Board, Inc. (BWDB) planning session, we queried our board members regarding the responsibilities of the one-stop operator, in addition to the responsibility for coordinating services among the one-stop partners as stated in the USDOL Joint Rule. The BWDB recommended that CSBD conduct a procurement for the purpose of identifying an entity to serve as a neutral broker between the one-stop partners and funding streams, to identify opportunities for dual enrollment, leveraging of funds and cross referral. They also determined that the one-stop operator would be responsible for assuring that the CSBD one-stop centers are meeting State of Florida certification criteria once they are established.

CSBD, in accordance with its governing boards' approval, adopted the procurement thresholds set forth in the Uniform Guidance. As the amount set aside for the operator was less than \$150,000, a request for quotes was solicited from interested entities. To assure maximum competition, CSBD advertised in local newspapers and posted the solicitation on its website.

A review committee of the BWDB was appointed and they interviewed and then rated the entities that submitted quotes and recommended Cardinal Human Capital, LLC., to serve as the one-stop operator. The one-stop committee and CSBD governing boards approved the recommendation prior to July 1, 2017.

The CSBD governing boards decided not to merge the responsibilities of the one-stop operator with the entity providing the WIOA Title I Career and TANF services. The law requires a firewall at the one-stop level, if the one-stop operator is also the Title I Career Services provider for adults and dislocated workers. Currently, Title I Career and TANF services are provided through a staffing company, which is competitively procured every three or four years. CSBD intends to continue to use a competitively procured staffing company to provide Title I Career and TANF services, separating direct client services from the responsibilities of the one-stop operator. This will assure: 1) the neutrality of the one-

stop operator envisioned by the law; and 2) will allow the one stop operator to focus on systemic continuous improvement as opposed to the performance of individual funding streams.

(5) System Improvement: Describe additional criteria or higher levels of service than required to respond to labor market, economic, and demographic conditions and trends in the local area (WIOA §108(b)(6)(A)).

Each year we provide the Council of Elected Officials and Broward Workforce Development Board a full report of our: 1) performance; 2) progress on continuous improvement initiatives to increase efficiency and effectiveness; and 3) accomplishments. The report demonstrates how CSBD continues to be recognized as a leader in performance, innovation and best practices and goes above and beyond required services.

### DESCRIPTION OF PROGRAM SERVICES

(1) System description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

The One-Stop system provides access to the career services, as required by WIOA section 134, such as but not limited to:

- Eligibility determination
- Outreach and intake
- Orientation to the information and other services available
- Initial assessment of literacy, skill levels / gaps and supportive service needs
- Labor exchange services
- Provision of information on in-demand industry sectors and occupations
- · Provision of information on nontraditional employment
- Recruitment and business services on behalf of employers
- Referrals to and coordination of activities with other one-stop partners
- Provision of performance information and program cost information on eligible providers of training services, per WIOA section 122
- Provision of all information, in formats usable by and understandable by one-stop center customers
- Provision of information and assistance regarding filing claims for unemployment compensation
- Assistance in applying for WIOA and other federal and state financial aid assistance for training and education programs
- Development of an individual employment plan to identify and achieve the employment goals
- Individual counseling
- Workshops
- Career planning
- Employability skills

- Internships and work experiences that are linked to careers
- Financial literacy services
- Referral to English language acquisition and integrated education and training programs; and,
- Follow-up services.

Our one-stop system integrates the following funding streams and programs offering customers' services as needed through: Wagner-Peyser, Veterans programs, RESEA, WIOA Title I, TAA, WT/TANF, SNAP Employment and Training, Vocational Rehabilitation, Adult Education and Family Literacy Act programs. CSBD implements ad hoc programs based on grants and funding, such as RESEA, NDWG and the Governor's Challenge.

Further, coordination between the BWDB and the following agencies is a part of the existing infrastructure:

- Department of Economic Opportunity
- Department of Children and Families
- Department of Vocational Rehabilitation
- Local educational agencies
- The Early Learning Coalition (child care provider)
- Public housing agencies
- Broward County Department of Human Services
- Reemployment Assistance
- SCSEP Title V Programs

CareerSource Broward has long established referral agreements (including youth to our WIOA Adult and Dislocated Worker programs) and we coordinate the delivery of services with Broward County Family Success Centers, OIC of South Florida, Mission United and the Urban League on many different events.

(2) Sub-grants and contracts: Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).

Attached as Exhibit D is CSBD's procurement policy. All purchases and procurements for all programs, services and goods are done in accordance with the policy, the State's conflict of interest policy, and 445.007 FS.

CSBD develops its request for proposals (RFP) based upon policies and objectives adopted by the BWDB. RFPs are reviewed and approved by the BWDB or by a committee designated to review and approve the RFP. When RFP responses are received, staff reviews proposals for responsiveness to the RFP. A BWDB Committee is appointed to review the RFPs. Review of the RFPs takes place at a publicly noticed meeting. A rating form published with the applicable RFP is used by the BWDB review committee, which make a recommendation to the full board. The BWDB, together with the CSBD Council of Elected Officials, makes the final decision on which proposals will be funded. This represents a fair and equitable process to secure the most capable agencies to deliver services.

(3) Expanding access to employment: Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improves access to activities leading to recognized postsecondary credentials (including portable and stackable industry-recognized certificates or certifications) (WIOA §108(b)(3)).

The BWDB coordinates with the local school board to identify and support programs that prepare students for internships or post-secondary education opportunities. Post-secondary education opportunities are identified through coordination with post-secondary education institutions, the State, and the BWDB to identify educational and workforce investment activities geared toward preparation for occupations that are determined to be in demand locally. Additionally, each year a publicly noticed meeting is held to get community input on our local workforce area's Target Occupations List. To expand access and facilitate the development of career pathways, the BWDB applies for additional grants, such as National Emergency Grants, and grants from other funders, such as the US DOC and US DOE, to

help serve the long-term unemployed and others with barriers to employment. When appropriate, customers are co-enrolled to facilitate career pathways and improve access to activities leading to recognized post-secondary credential, including a credential that is an industry-recognized certificate or certification, portable, and stackable.

(4) Key Industry Sectors: Identify how the LWDB aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(c)(1)(A)(v)).

CareerSource Broward uses networks and relationships, such as with the Greater Ft Lauderdale Alliance, Community Foundation, The Broward Workshop and our education partners and industry intermediaries to get a broad spectrum of input from community partners, which we can use to ensure occupational training programs are available for the career pathways in key industry sectors.

Our planning process incorporates an analysis of our local workforce area's economic conditions including:

- Existing and emerging in-demand industry sectors and occupations.
- The employment needs of employers in those sectors & occupations.
- The knowledge and skills needed to meet the employment needs of the employers in the local area, including employment needs in in-demand industry sectors and occupations.
- The workforce in the local workforce area, including current labor force employment and unemployment data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment.
- The workforce development activities (including education and training) in our local area, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of local employers. To further align resources, the board applies for other grant opportunities to support key industry sectors.

- (5) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c)(1)(A)(iv)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:
  - A. Describe how selected industries or sectors are selected based on, and driven by, highquality data (cite data source used);

CSBD works with the Greater Ft. Lauderdale Alliance, the local economic development agency, to prioritize industry clusters. Industry clusters are prioritized by reviewing various industries' hiring demands, types of business relocating to our local workforce area, and by referencing CareerSource Florida's Workforce Services Plan and the Broward County and Florida Chamber Foundation's Six Pillars of Florida's Future Economy<sup>™</sup>.

CSBD also uses the DEO LMI data on emerging industries and occupations to target industry sectors.

B. Describe how sector strategies are founded on a shared/regional vision;

Based on targeted industries by the Greater Fort Lauderdale Alliance, our local economic development partner, and Broward County, CSBD uses the information to develop partnerships with trade and professional associations in these sectors.

C. Describe how the local area ensures that the sector strategies are driven by industry;

CSBD utilizes intermediaries to engage the targeted industries of Healthcare, Technology, Marine, Aviation, Hospitality/Tourism, Retail and Construction to partner with trade and professional associations to expand its service delivery to employers in these industries. The aforementioned intermediaries were created based on emerging industries and occupations data provided to CSBD from DEO's LMI unit and the Greater Fort Lauderdale Alliance, our local economic development partner. Further, the BWDB has representatives on its board from those industries, which assist with decisions on sector-based strategies. As a result, the BWDB represents a cross-section of business, giving voice and serving as a source for feedback, spanning a variety of industry sectors.

 D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems;

Through our industry intermediaries, CSBD partners with industry associations to hold job fairs specific to the industry. We invite job seekers who are training or who completed training in the specific industry to attend these job fairs. Additionally, we provide industry related LMI to businesses and associations.

CSBD's President/CEO is a board member of the Greater Fort Lauderdale Alliance, and the President/CEO of the Greater Fort Lauderdale Alliance is a Broward Workforce Development Board member.

CSBD has a staff member, the Director of Workforce Services that is outstationed at the Greater Fort Lauderdale Alliance, ensuring that workforce services are presented to businesses planning to relocate to the area. The Director of Workforce Services also sits on the board of the South Florida Manufacturer's Association and the Broward County Permitting Action Team, which ensures new businesses and expanding businesses, can acquire permits timely. In addition, the Director of Workforce Services assists business in targeted industries in obtaining Quick Response and Incumbent Worker State Level Training Grants.

E. Describe how the local area transforms services delivered to job-seekers/workers and employers through sector strategies: and

Using tools, such as Help Wanted On-line and Employ Florida, CSBD conducts a comprehensive analysis of labor market information in our region when targeting training opportunities for job seekers that lead to employment in the local sector strategies.

F. Describe how the local area measures, improves and sustains sector strategies.

CSBD tracks service delivery outcomes, such as placements, awarded training grants, ITA completion rates, and the accomplished goals set forth for our Intermediaries. If there are areas that need improvement, CSBD develops strategic initiatives to accomplish desired results. Sector strategies are sustained based on state data, the data received from all our partner agencies and local area needs.

(6) In-demand training: Describe how the local board ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(iii)).

Using tools, such as Help Wanted On-line and Employ Florida, CSBD conducts a comprehensive analysis of labor market information in our region. CSBD holds a publicly noticed meeting to get input from business and industry, trade associations, education, economic development and others on the local area's Target Occupations List and information on emerging occupations. In-demand training is linked to the Targeted Occupations List (TOL) based on job openings and a set floor wage rate in our workforce area. Training is limited to two years in duration and the attainment of industry-recognized certificates or degree. The TOL is reviewed at least once quarterly and the statewide Eligible Training Providers list is available for customers to review should they be interested in relocating. Training is only provided for in-demand occupations except for On the Job Training and customized training where "demand" is determined by the employer.

- (7) Employer Engagement: Describe strategies and services used in the local area to:
  - A. Facilitate engagement of employers, including small employers and employers in indemand industry sectors and occupations, in workforce development programs;

CSBD implements outreach efforts to local employers, including small employers and employers with in-demand occupations, through Chamber of Commerce participation, the Greater Ft. Lauderdale Alliance, various networking events, surveys and one-on-one meetings. CSBD utilizes eblast and social media sites, such as Twitter and Facebook, to market to employers. CSBD uses industry intermediaries and holds affinity-type employer forums. In program year 2016-2017, CSBD was #2 in the State in providing employer services (served 9,600 employers, providing a total of 163,090 services).

- B. Support a local workforce development system that meets the needs of businesses in the local area;
  - CSBD expands public information and marketing to employers.
  - CSBD engages businesses and training providers in the review and development of the Targeted Occupations List.
  - CSBD has assigned an intermediary to the Greater Ft Lauderdale Alliance.
  - CSBD employs all the work-based training options under WIOA.
  - CSBD assists Welfare Transition participants in gaining self-sufficiency by providing meaningful work experience as a host-site for CSBD's Community Service / Work Experience program; this also affords some additional assistance to employers.
- C. Better coordinate workforce development programs and economic development; and

CSBD has assigned an intermediary to the Greater Ft. Lauderdale Alliance, which assures CSBD has a "seat at the table" when new employers open their business in the workforce area and to assist them with recruitment services, such as job postings, candidate prescreening, placement and training grants.

CSBD also participates in "first source hiring" with Broward County.

D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).

Resource room staff in the career one-stop centers are trained to assist customers with reemployment assistance (RA) applications, claiming their weeks and identifying issues customers may have to address with DEO on the Connect system. All three one-stop centers have direct-dial lines to DEO to assist customers with claims issues. All customers coming into the one-stop career centers are required to be registered in Employ Florida and look for work.

(8) **Priority for Services:** Describe local policies and procedures that are established to prioritize recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for individualized career and training services in the adult program.

Pursuant to USDOL ETA guidance in TEGL 15-3, CSBD will prioritize individuals seeking adult services in the order listed below as directed by the TEGL. The barriers referred to in the Adult Priorities chart are the barriers listed in WIOA, section 3 paragraph 24, immediately following the Adult Priorities chart in the narrative below.

Priority Rank	Definition of Individuals who fall within the Priority Rank	
1	Veterans and eligible spouses who are WIOA eligible and who are also:	
	<ul> <li>a. An English language learner <u>or</u></li> <li>b. Recipients of public assistance, federal, state or local <u>or</u></li> <li>c. Other low-income individual <u>or</u></li> <li>d. Individuals who are considered basic skills deficient</li> </ul>	
2	Individuals who are <b><u>not</u></b> veterans or eligible spouses, who are WIOA eligible <b><u>and</u></b> who have one of the following barriers:	
	<ul> <li>a. English language learner <u>or</u></li> <li>b. Recipients of public assistance, federal, state or local <u>or</u></li> <li>c. Low-income individual <u>or</u></li> <li>d. Individuals who are considered basic skills deficient</li> </ul>	
3	Veterans and eligible spouses who are WIOA eligible <b>and</b> who do <b>not</b> have any of the barriers in the list below including:	
	a. Military spouses who have lost employment as a direct result of relocation to accommodate a permanent change in duty station of the spouse	
	b. Military spouses who are a dependent spouse of a member of the Armed Forces on active duty whose family income in significantly reduced, as determined by the State or local area, because of a deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the service member	
	<ul> <li>Military spouses who are unemployed or underemployed and are experiencing difficulty in obtaining or upgrading employment</li> </ul>	
4	Priority populations established by the CSBD governing boards who are individuals with a family income that does not exceed the definition of Self-Sufficiency Wage Level for WIOA Eligibility for Adult Services as listed in the <u>BWDB Self-Sufficiency Wage Level Chart</u> <u>or</u> who have any one of the barriers below.	
5	Adults who are WIOA eligible <b>and</b> who do <b>not</b> have any of the barriers in the list below.	

The below barriers are not in priority order as there is no requirement to prioritize the WIOA section 3 barriers. The barriers are defined pursuant to WIOA.

- 1. Disabled Individual
- 2. Displaced homemaker
- 3. Ex-Offender
- 4. Foster Care dependent youth or who have aged out of the dependency system
- 5. Homeless or Runaway
- 6. Indian, Alaska Native, and Native Hawaiian as defined in WIOA Section 166
- 7. Individuals facing a substantial cultural barrier
- 8. Individuals within 2 years of exhausting lifetime eligibility under the Welfare Transition Program
- 9. Long-term unemployed individual (unemployed and looking for work 27 weeks or more)
- 10. Older individual
- 11. Migrant and seasonal farm worker
- 12. Single parent (including single pregnant women)

Family Size	Self-Sufficiency Wage Level for WIOA Eligibility for Adult Training Services	
1	\$42,700	HUD Standard
2	\$48,800	HUD Standard
3	\$59,218	200% LLSIL
4	\$73,110	200% LLSIL
5	\$86,288	200% LLSIL
6	\$100,918	200% LLSIL
7	\$115,548	200% LLSIL
8	\$130,178	200% LLSIL

# BWDB Self-Sufficiency Wage Level Chart

(9) Training Services: Describe how training services are provided, including how contracts for training services are used, and how such contracts are coordinated with the use of ITAs (WIOA §134(c)(1)(A)(v)).

Post-secondary education opportunities are identified through coordination with postsecondary education institutions, the State, and the BWDB. Each year, a publicly noticed meeting is held to get input on the local workforce area's Targeted Occupations List.

CSBD has a robust application process for training providers interested in training participants. To become an eligible training provider, entities must be properly accredited

(where one exists) and licensed. Reading levels of text books and training materials are assessed and shared with our Success Coaches so that the information can be used as part of the process to determine a customer's suitability and qualifications for the training.

Training providers on the Eligible Training Provider List are assessed twice a year to determine performance and must meet a training-related placement rate of 70%. Each occupational training program that is six months or less in duration is subject to saturation criteria. CSBD uses tools, such as Employ Florida and HWOL, to determine when there is a greater than 2 to 1 ratio of jobseekers to available training-related jobs. When that happens, referrals are suspended to those occupational areas so as not to flood the market. This criterion is applied quarterly.

To avoid duplication of services and payment with other Title V programs, we require that WIOA job seekers interested in occupational skills training apply for and use PELL first before using WIOA funds to maximize the use of federal funds.

Training services are done through Individual Training Accounts (ITA), On-the-Job Training (OJT) and Incumbent Worker Training. The BWDB established minimum evaluation criteria for the approval of ITA providers and training courses to include licensure, accreditation (where one exists) and the issuance of an industry recognized credential. Additionally, all occupational training must prepare students for in-demand occupations appearing on the Targeted Occupations List (TOL). All post-secondary training providers interested in partnering with CSBD must first apply (and meet local criteria) and be approved by the BWDB. Once approved, all providers are sent a contract. When executed, the providers and their approved training programs are added to the Individual Training Account list (ITA). Similarly, employers interested in OJT and/or Work Experience are also required to be under contract with CSBD. If the need arises in an industry, CareerSource Broward may conduct training in accordance with the Uniform Code procurement requirements for class-sized training.

(10) Customer choice process: Describe processes the local board uses to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided (WIOA §108(b)(19)).

All Success Coaches are trained to advise customers on customer choice and all choices available to them. All customers receive a basic service, as part of WIOA's work first policy, before being determined in need of individualized services. Participants must complete the assessment process including testing, economic analysis, and the individual career plan process prior to enrollment into training. Testing for entry into post-secondary training may include the TABE. A minimum 10th grade level in reading and mathematics is used as an indicator of readiness for college entry or other school training requirements. Final acceptance into training is subject to the prerequisites of the training or educational institution. The participant and Success Coach identify the career training field and the educational institution most appropriate. CSBD provides performance information on placement rates and earnings to assist job seekers with an informed choice among courses and training providers.

(11) Individual training accounts: Describe the process and criteria for issuing Individual Training Accounts (ITAs) (WIOA §108(b)(19)).

Success Coaches determine eligibility of customers based upon policy. CSBD Management approves each ITA prior to the customer receiving an ITA voucher.

Please see attached Exhibit E, CSBD's ITA provider application.

A. Describe any ITA limitations established by the board;

Participants may not receive funding for:

- Remedial training (e.g., GED)
- Pre-requisite courses
- Books and supplies for training courses that are not listed on the ITA List: and
- Certifications that do not facilitate employment in an in-demand occupation listed on our regional Targeted Occupation List.

Applicants with an in-demand skill, per regional TOL, will not be approved for an ITA; unless the customer can document an unsuccessful job search or present labor market or industry information that considers the customer's skills not indemand. (e.g., a 5-year old Microsoft Certification may no longer be in-demand per industry or occupational standards).

Participants must apply for the Federal Pell Grant and other federal financial aid by submitting a Free Application for Federal Student Aid (FAFSA) prior to receiving an ITA, unless the participant has a bachelor's degree, which makes them not eligible for a Federal Pell Grant, and/or the approved training provider/program does not meet the Federal Pell Grant eligibility requirements.

An ITA will be for a maximum time length of two (2) years for WIOA participants. Participants whose basic skills assessment(s) indicate that they are, at minimum, within one (1) year of the required reading and mathematical skills of the textbooks used for the training program are eligible to receive an ITA for occupational training. The maximum ITA amount is \$8,200.

Per WIOA CSBD, may also allow individuals missing less than 2 years toward a BA or BS to enroll into a 4-year program in an in-demand occupation.

B. Describe any exceptions to the use of ITAs.

There are no current exceptions to the use of ITA, but we reserve the right to make exceptions if circumstances change and where warranted.

(12) Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) (WIOA §108(b)(5)).

CareerSource Broward, funded through a U.S. Department of Commerce/Economic Development Administration i6 Challenge grant, is providing entrepreneurship training to Broward County residents interested in starting their own businesses.

The Start-Up Now program provides a rigorous and intensive seven-month training for aspiring entrepreneurs with investors as instructors. This practical approach results in actual businesses being launched after learning methodology to determine product-market fit; how to write a rock-solid business plan; and how to develop an effective pitch.

Start-Up Now is offered in partnership with the Innovation Hub @ Broward College.

(13) Enhancing Apprenticeships: Describe how the LWDB enhances the use of apprenticeships to support the local economy. Describe how the LWDB works with industry representatives and local businesses to develop registered apprenticeships, in collaboration with apprenticeship training representatives from the Florida DEO and other partners, including educational partners. Describe how job seekers are made aware of apprenticeship opportunities (TEGL 3-15).

CareerSource Broward supports the use of registered apprenticeships to enhance employment opportunities for job seekers. CSBD meets periodically with Atlantic Technical Center to discuss additional ways we can partner to expand apprenticeship opportunities. CSBD is in the process of adding all the apprenticeships in Broward County to its ITA List, which is available to job seekers. CSBD has two representatives on its Board that provide training in the apprenticeship arena, which helps to enhance the awareness of apprenticeships and their use.

(14) Other Program Initiatives: Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board's vision and strategic goals described in Section III WIOA §134(c).

CSBD provides work-based training services to employers such as OJT, IWT, Work Experience, and Customized Training.

- OJT- CSBD assists the employer with the costs of training new hires and existing employees in order to upgrade the employee's skills. CSBD reimburses a portion of the employee's wage during the training period outlined in the training plan.
- IWT- Designed to offset am employer's training cost for upgrading the skills of their existing workforce. CSBD pays a percentage of the training cost.

- Work Experience Designed to enable job seekers to gain exposure to the world-of-work and its requirements, while simultaneously giving the employer an opportunity to gauge the job seeker's competency and identify any skills gaps that need to be addressed for a successful hire. However, CSBD chooses not to provide Transition Work Experience at this time, but reserves the right to do so in the future.
- Customized Training Designed to meet the special requirement of a business or a group of businesses with the commitment by the business to employ the individual upon successful completion of the training. The purpose of this program is to provide training activities that will increase employment and occupational skill attainment of participants to improve the quality of the workforce and enhance the skills, productivity, and competitiveness of the business community.
- (15) Service Provider Continuous Improvement: Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job-seekers (WIOA §108(b)(6)(A)).

CareerSource Broward (CSBD) programs are monitored throughout the program year by internal and external entities.

CSBD annually monitors ITA providers. The monitoring confirms:

- FETPIP data reporting with the Commission for Independent Education (CIE)
- Florida Department of Education licenses with the CIE
- Reconfirms accreditation status
- Occupational training courses are still on the Targeted Occupations List
- Tuition and other costs from nonpublic schools are as listed in the school's catalog; and,
- Updated insurance certificates, as needed, to confirm that CSBD is listed as the third party named insured.

To continuously improve services and ensure that providers are performing at a high level, CareerSource Broward provides staff development, updates its on-boarding training manuals and/or policies and procedures, job aides, tools, forms, etc. to incorporate as new program guidance. Once new or updated documentation is developed, a system is in place to ensure staff review and acknowledge that they understand the document(s), per Operations procedure - Policy, Procedure, and Program Documentation Tracking. Internally staff meets to review and revise monitoring tools or any needed staff training, as needed. CSBD also meets with IT to explore uses of technology to enhance compliance and create additional efficiencies. QA documents all corrective actions as part of continuous improvement in a database and QA Department, Operations Department management and/or Program Manager(s) check that such corrective actions were completed.

CSBD has developed a Key Performance Indicator (KPI) Report that tracks regional, career center and individual performance. This report is reviewed by front-line staff weekly to ensure they are meeting performance. It there is a KPI that is not being met, it must be addressed with a corrective action. Management staff meets every two weeks to review the KPI report as well as the corrective actions to ensure: 1) staff in the career centers is meeting their performance; 2) the corrective actions are appropriate; and 3) staff that did not make performance one week is not showing up on the report on a recurring basis.

All contracted provider contracts have performance requirements. Their actual performance against the requirements stipulated in their contract is reported to the applicable Board Committee, the Audit and Executive Committees and to the BWDB and Chief Elected Officials.

(16) Youth Program Design: Describe the design framework for local youth programs and how the 14 program elements required in §681.460 of the WIOA regulations are made available within that framework (WIOA §129(c)(1)).

The fourteen elements identified by WIOA, which must be made available to youth on an as needed basis, are available from our contracted youth service providers. They are:

1. Tutoring, study skills training, instruction and dropout prevention strategies that lead to completion of a high school diploma.

Providers support youth in GED and post-secondary programs with tutoring and may also access vendors procured by CSBD for specialized subjects.

2. Alternative secondary school services assist youth who have struggled in traditional secondary education. Alternative secondary education is available to all enrolled youth who need their high school credential and want to elect GED preparation. The Adult Education and Family Literacy Act (AEFLA) provider is the School Board of Broward County. They also are a CSBD provider enrolling OSY into Alternative Education Programs.

The CSBD Navigator programs all offer online GED preparation programs to youth dropout participants.

3. Paid and unpaid work experience is a planned, structured learning experience in the private for-profit section, the non-profit sector, or the public sector, including summer employment, pre-apprenticeship programs, internships and job shadowing, and on-the-job training.

CSBD sets aside funds for each of its providers to combine program activities with work experience and/or OJT. CSBD also is able to provide a summer program in coordination with non-federal funding made available by the Children Services Council of Broward County.

- 4. Occupational skills training is offered to youth through Broward College, a CSBD youth provider, and through HANDY and FLITE, which are local CBOs that dual enroll youth in WIOA and their own programs, and can offer youth an ITA if appropriate.
- 5. Education offered concurrently with workforce preparation and training for a specific occupation, Integrated Education, or Contextualized Instruction is provided by Broward College that combines post-secondary education with work experience. CSBD Navigator programs offer youth work experience and employability skills to provide workforce preparation together with skills training through at-work experiences.
- 6. Leadership development opportunities are embedded in the all youth provider programs.
- 7. Supportive services are a component of youth assessments and support is made available through WIOA or a partner program, as appropriate, to enable an individual to participate in WIOA activities.

- 8. Adult mentoring is offered to youth through the staff of the provider programs. While CSBD has issued RFPs for entities wishing to provide mentors; however, an entity that can provide such services has not been identified.
- 9. Follow-up services are provided to all WIOA youth.
- 10. Comprehensive guidance and counseling in the forms of individualized counseling to participants is required by all CSBD youth service providers. Youth needing substance and alcohol abuse counseling, and mental health counseling, are referred to partner programs.
- 11. Financial literacy education is offered through online programs by youth service providers and through the one-stop centers, as well as through one-on-one guidance by the youths' case managers.
- 12. Entrepreneurial skills training is provided through Junior Achievement to some CSBD youth service providers who can refer youth to those classes, as appropriate.
- 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area is provided through the one-stop centers. CSBD youth service providers are given access to information, as needed.
- 14. Post-secondary preparation and transition activities are provided to ISY and to OSY youth seeking to attend post-secondary school.

As funds are available, CSBD may also use WTP funds for summer youth employment program activities or a year-round non-custodial parent program.

A. Define the term "a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society." Describe how the local board defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 C.F.R. §681.290).

CSBD youth services are currently provided through its youth providers. Youth providers generally use the TABE to assess participant's literacy skills and youth scoring 8.9 or below are considered to be basic skills deficient, however CSBD also allows its providers to use additional assessments identified in their responses to CSBD RFP's and which are cited to in their contracts. For some providers the contract leaves the door open for the provider to identify an assessment tool appropriate for an individual youth. Specific assessments used by providers include:

### Emotional readiness assessments

Assessment of other non-cognitive skills such as motivation stress, management organization and the ability to cope with financial pressure

Career Coach – an assessment based on a series of activities related to the work environment, personality types and career interests.

Work Keys - Career Readiness.

PERT (Post-Secondary Education Readiness Test) – to assess reading, writing and mathematics.

LOEP (Levels of English Proficiency) - Reading and Listening Comprehension for English language learners.

The Broward College Internet and Computing Certification (Global Standard) -Tests basic computer literacy in the areas of computer hardware, computer software, use of an operating e-system; key applications and use of a digital platform.

Disability Services Testing - Measures disabilities and determines the accommodations needed.

CLEP - Measures knowledge in thirty-three (33) academic areas

BYU Foreign Language Testing (BYU FLATS) - Allows students to fulfill the foreign language competency requirement by passing a computerized foreign language exam if a language requirement is a part of the youth's course of study.

Direct Your Future by JoAnn Harris Bowlsbey, Ed.D.

Kuder Navigator.

Employability Skills Pre/Post Test.

Employability Skills Inventory.

Not all providers use all assessments.

B. **Define "requires additional assistance."** Describe how the local board defines the term "requires additional assistance" used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300).

CSBD has defined the term "requires additional assistance to complete an educational program, or to secure and hold employment" for youth as a part of the convening of stakeholders for the development of the plan. CareerSource Broward asked all of its board Youth Committee members and youth service providers to review the current definition and provide us with their thoughts for definitions applicable to in-school youth (ISY) and out-of-school (OSY). All of the BWDB Youth Committee members and youth service providers were asked for input in the development of the definition. Their recommendations, as adopted by the CSDB Council and BWDB, are the following approved definitions:

# Definition of "requires additional assistance."

ISY	OSY
Documented emotional / behavioral problems.	Documented emotional / behavioral problems.
Youth who have failed any section of the FSA (The new test replaces FCAT).	Alternative school placements
Youth who have repeated a grade.	A school history of a repeated grade.

Youth who are over age for their grade.	A school history of over age for their grade.
Youth who have a record of poor school	A history of poor high school attendance or
attendance or truancy	truancy
Youth who have moved twice during the	Youth who have moved twice during the
school year.	past year.
Youth who are unemployed at application	Youth who are unemployed at application
Youth who are gang members or associate	Youth who are gang members or associate
with gang members	with gang members
Youth with failing grades, or performing	Youth who have dropped out of post-
below grade level	secondary school.
Youth who have been suspended at least	Youth with a history of suspension or
two (2) times in the previous twelve (12)	expulsion
months.	
LGBTQ youth	LGBTQ youth
Youth who reside in high crime	Youth who reside in high crime
neighborhoods	neighborhoods
Youth with family members involved in the	Youth with family members, involved in the
juvenile or adult criminal justice system	juvenile or adult criminal justice systems
	, , ,
Youth who lack employability skills	Youth who lack employability skills
Youth who have experienced traumatic	Youth who have experienced traumatic
events, are victims of abuse, or reside in an	events, are victims of abuse, or reside in an
abusive environment	abusive environment
Youth who do not meet the SAT/ACT/PERT	Youth fired from a job within 12 months of
score needed for college entrance	WIOA application or have a poor work
	history

# (17) Please include the following attachments with your local plans:

- A. Executed Memoranda of Understanding for all one-stop partners.
- B. Executed Infrastructure Funding Agreements with all applicable WIOA required partners.

See Exhibit C.

## PUBLIC COMMENT PROCESS

Describe the process used, in accordance with the criteria below, to provide opportunities for public comment and input into the two-year modification of the local plan.

(1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA §108(d)(1)).

In accordance with the WIOA regulations, which require local areas to establish a public comment process consistent with state direction, CSBD made available this plan to the public on its website on 2/6/18 with notice advising the community of the public hearing to solicit their comments on CSBD's WIOA Local Plan.

A public hearing was held on 3/6/18, pursuant to an advertised notice. Present at the public hearing and representing was CSBD's Quality Assurance and Executive office staff.

(2) Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).

A draft of the proposed CSBD Local Plan was posted on the CSBD website on 2/6/18, and the public was solicited to submit comments, including at its publicly held hearing on 3/6/18, and until it was presented to the BWDB on 3/22/18 for input and approval.

(3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d)(2)).

Business and labor organizations are part of the BWDB Committees and the BWDB. The plan was presented to the One-Stop Services and Special Populations and Executive Committees for input and to recommend approval, and then to the BWDB for input and approval. (4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.

CSBD used our committee structure as the venue for getting community input for the plan. Stakeholders were invited to one of the following BWDB Committees:

- One Stop Services and Special Populations
- Employer Services
- Youth
- Strategic Planning, Policy Development, Legislative Advocacy and Regionalism
- Executive

As a part of the process leading up to the initial formulation of this plan, CSBD informed its youth community partners and business community of its desire to hear from the residents, citizens, businesses and industry about their workforce needs.

Their input resulted in the first request for proposals issued under WIOA for youth program services, which resulted in new program designs and opportunities for youth based upon research and replication of successful initiatives.

Additionally, approximately 23 organizations or individuals in addition to the entities represented on the Broward Workforce Development Board and its committees, which include economic development, public and private education, veterans groups, community based organizations, chambers, entities representing the disabled, to name a few provided input to the plan by appearing at committee and board meetings to share their thoughts and recommendations regarding the local workforce system.

Questions were formulated as a guide for the stakeholders, which centered on how to make our services more accessible to employers and job seekers, and enhance the effectiveness of CSBD and its stakeholder agency, and to discuss the relevance or need for career pathways within their industry. However, stakeholders were free to make any comments they felt relevant.

(5) Include, as an attachment with the plan to the Governor, any comments expressing disagreement or offering recommendations for continuous improvement, the LWDB's response to those comments, and a copy of the published notice (WIOA §108(d)(3)).

There were no public comments.

# SIGNATURE PAGE

This plan represents the efforts of CareerSource Broward to implement the Workforce Innovation and Opportunity Act in the following counties:

Broward

We will operate in accordance with this plan and applicable federal and state laws, rules and regulations.

Workforce Development Board Chair

Signa

3-22-18

**Chief Elected Official** 

Signature

Date

Date

ATTEST:

EXHIBIT A

# INTERLOCAL AGREEMENT

#### AN AMENDMENT

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#### INTERLOCAL AGREEMENT

#### BETWEEN

#### THE CITY OF FORT LAUDERDALE

AND

#### THE CITY OF HOLLYWOOD

#### AND

#### THE BOARD OF BROWARD COUNTY COMMISSIONERS.

THIS AGREEMENT entered into by and between THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FORT LAUDERDALE AND THE CITY OF HOLLYWOOD

#### WITNESSETH THAT

WHEREAS on November 20, 1973, the Broward County Board of County Commissioners and the Cities of Fort Lauderdale and Hollywood entered into an Interlocal agreement for the purpose of jointly operating programs as a consortium on a county-wide basis to be known as the Broward Manpower Council, and later known as the Broward Employment and Training Administration (BETA). Council and

WHEREAS, this Interlocal Agreement was filed with the Attorney General of the State of Florida for his approval and he approved of the Council pursuant to Section 163.01 of the Florida Statutes on December 14, 1973, and

WHEREAS in 1983. The Broward County Board of County Commissioners and the Cities of Fort Lauderdale, and Hollywood, reaffirmed and restated their intent to continue as a Council of Governments and a Service Delivery Area under 20 CFR 676 to conduct JTPA and other related job training programs in Broward County, and

Interlocal Agreement Page 1 Rev. January 19, 2016 WHEREAS the Cities of Hollywood and Fort Lauderdale, and the Board of Broward County Commissioners have again reaffirmed and restated their intent to continue the interlocal agreement in order to advance State and Federal Workforce Development Initiatives in accordance with Resolutions passed by each of the member governments respectively on July 20, 1995, August 8, 1995, and September 19, of 1995, and

WHEREAS the Broward Employment and Training Administration or BETA changed its name to the Workforce One Council of Elected Officials pri September 4, 2001, and

WHEREAS, pursuant to the Governor's workforce brand initiative the Workforce One Council of Elected Officials changed its name to CareerSource Broward on September 26, 2013, and modified the Inter-local Agreement on January 23, 2014, to reflect their name change to the CareerSource Broward Council of Elected Officials, and

WHEREAS the elected officials who are party to this Agreement wish to modify the Agreement to recognize the replacement of the Workforce Investment Act of 1998 with the Workforce Innovation and Opportunity Act of 2014 and

WHEREAS the elected officials who are party to this Agreement wish to modify the Agreement to eliminate the reference to "Welfare to Work" legislation which has expired, and

WHEREAS. The elected officials who are party to this Agreement wish to modify the Agreement to recognize name changes the state has made to the oversight agency and state board.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the parties hereto agree and understand as follows

#### ARTICLE | AGREEMENT PURPOSE

It is the purpose of this interlocal Agreement to reaffirm, restate, and establish the duties, powers, and obligations of the CareerSource Broward Council of Governments

Interlocal Agreement Page 2 Rev. January 19, 2016

#### ARTICLE II PREAMBLE

#### 2.0 Consideration

In order to establish the background context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based

#### 2.1 Federal and State Requirements

It is the intent of the CareerSource Broward Council of Elected Officials to incorporate into this Agreement the duties and obligations governing the Workforce Innovation and Opportunity Act of 2014 (WIOA) 29 U.S.C.§ 3101 et seq. programs which are administered as described by the Workforce Innovation and Opportunity Act rules and regulations at 20 CFR 676 677 and 678 and 34 CFR 361 and 463 Workforce Services, F.S. § 445 001 et seq as well as any other rule and regulations both State and Federal, applicable to workforce development initiatives.

#### 2.2 Creation of Administrative Entity

The CareerSource Broward Council of Elected Officials pursuant to Section 163 01(7) of the Florida Statutes has employed staff which comprise the CareerSource Broward Administration to operate and implement WIOA programs as well as other State and Federal Workforce Development Programs within Broward County. The administrative entity and the one-stop career centers required to be established under WIOA shall now be known as CareerSource Broward.

#### 2.3 Reaffirmation Broward County

Broward County, through its Board of County Commissioners, at meetings of the Board held on March 8, 1983, and September 19, 1995, reaffirmed and restated their intent to continue operation of training programs as a Council of Governments under Section 163.01 of the Florida Statutes

#### 2.4 Reaffirmation City of Fort Lauderdale

The City of Fort Lauderdale, through its City Council at meetings of the Council held on March 1 1983, and August 8 1995, reaffirmed and restated their intent to continue operation of training programs as a Council of Governments under Section 163 01 of the Florida Statutes

Interlocal Agreement Page 3 Rev. January 19, 2016

#### 2.5 Reaffirmation City of Hollywood

The City of Hollywood, through its City Council at meetings of the Council held on March 16, 1983, and July 20, 1995, reaffirmed and restated their intent to continue operation of training programs as a Council of Governments under Section 163.01 of the Florida Statutes.

#### 2.6 Joint Understanding

The terms and conditions which follow reflect the joint understanding between the Broward County Board of County Commissioners and the Cities of Fort Lauderdale and Hollywood

#### ARTICLE III DEFINITIONS

#### 3.0 CareerSource Broward

CareerSource Broward a Council of Governments, and its staff operating as a consortium and a political subdivision of the State of Florida, administered by the Mayors of the Cities of Fort Lauderdale and Hollywood and the Broward County Board of County Commissioners by and through its designated representative

#### 31 COUNTY

Broward County a body politic and a political subdivision of the State of Florida, specifically the Board of Broward County Commissioners.

#### 32 DOL

The United States Department of Labor

#### 3.3 CareerSource Florida

CareerSource Florida, which is the State of Florida Workforce Development Board

#### 3.4 The Workforce Innovation and Opportunity Act of 2014 (WIOA)

The Workforce Innovation and Opportunity Act of 2014, as may be amended and the rules and regulations promulgated thereunder, hereinafter also referred to as the Act

#### 3.5 PARTICIPANT

An individual determined eligible to receive services through WIOA or other applicable legislation or policy and who is receiving employment. training, or services funded by WIOA, or some other federal state or local initiative

Interlocal Agreement Page 4 Rev. January 19, 2016

#### 36 <u>DEO</u>

The Department of Economic Opportunity, the administrative entity for CareerSource Florida

#### ARTICLE IV TERM

This Agreement shall become effective on October 1, 1983, an shall be automatically renewed on October 1 of each subsequent year unless terminated by any party upon the giving of ninety (90) days written notice to the other parties.

#### ARTICLE V ORGANIZATION

#### 50 MEMBERSHIP

The Council shall consist of the three (3) member governments represented by an elected official designated to serve by their Commission Board or Council. The Commission, Board, or Council, may designate an alternate to serve in his/her absence. The alternate shall also be either the chief elected official or an elected official to the Board, Commission or Council of the member government.

5.0.1 The officers of the Council shall include a chairman a vice chairman and a chairman pro tempore. They shall be elected from among and by the membership of the Council for a term of one year consistent with the calendar year, but shall hold office until their successors are duly elected.

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#### MEETINGS

5.1.1 The chairperson shall preside at all Council meetings and shall perform all duties incident to that office. The vice chairperson shall preside in the absence of the chairman and shall have the power to exercise and perform all duties of the chairperson. In the absence of both the chairperson and vice chairperson the chairperson pro tempore shall preside over the meetings and shall assume and exercise the duties of the chairperson.

5.1.2 Meetings shall be held monthly or more at the discretion of the chairperson

5.1.3 Meetings shall be noticed and declared public meetings open to the public in accordance with the Sunshine Law. Chapter 286 of the Florida. State Statutes. Sections 286.011and 286.012

Interlocal Agreement Page 5 Rev. January 19, 2015 5.1.4 A quorum at any Council Meeting shall consist of any two (2) members or their designated alternates

5.1.5 Any action by the Council must receive the affirmative vote of at least two (2) members of the Council and must receive no negative votes from any member of the Council. No Council member shall abstain from voting as per Chapter 286 of the Florida Statutes. Section 286.012 unless a conflict of interest exists as described in Chapter 112 of the Florida Statutes.

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#### FINANCIAL SUPPORT

The CareerSource Broward Council of Elected Officials shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the DOL under WIOA, the Personal Responsibility and Work Reconciliation Act of 1996 and other workforce development legislation and/or by the state through Enterprise Florida or through any other federal state or local source. In addition, the Council is authorized to accept any other grants in aid or assistance funds from the United States Government or to accept appropriations from any of its members or any other organization or person, including the acceptance of gifts grants or bequests whether it be in the form of tangible or intangible property.

#### 5.3 POWERS DELEGATED TO THE COUNCIL

#### 5.3.1 Policy Decisions

The Council shall make all policy decisions which shall include but not be limited to those powers enumerated at Section 163.01(5), (6), and (7) of the Florida State Statutes, such as, but not limited to

- a. The entry into contracts
- b The power to create a separate legal administrative entity to carry out Council policies and perform as described in Chapter 163 of the Florida State Statutes, Section 163 01(7) (b)
- c The CareerSource Broward Council of Elected Officials may contract with Broward County for administration of CareerSource Broward programs and provision of services to the Council pursuant to Section 163 01 (7) (b)
- d The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Florida Statutes and the WIOA or other federal legislations its rules and regulations

Interlocal Agreement Page 6 Rev. January 19: 2016

- The acceptance of grants gifts, or other types of financial assistance allowed by law
- The manner in which any surplus funds may be expended
  - Surplus funds which are characterized as carry over monies from one grant year to the next shall be expended in accordance with DOL or State instructions
  - 2 Surplus funds which may be characterized as program income as defined by Federal or State regulations shall be expended in accordance with applicable regulations
  - 3 Any other surplus funds which do not have to be expended as per 1 and 2 above or do not have to be expended in the furtherance of programs shall be expended in any manner which would further the public interest as it relates to WIOA or workforce development, or may be used to repay debts of the Council/Consortium. The decision as to how the expenditures shall be made shall be done at a regularly held public Council Meeting by motion and vote of the Council.
- g The manner in which contracts should be entered into

All contracts which are termed subrecipient agreements shall be entered into in accordance with Council policy and following a vote at a regularly scheduled public council meeting

- h The manner in which purchases shall be made
  - Purchases shall include services materials, equipment and leased space
  - 2 All purchases shall be made in accordance with State or Federal procurement principles and policies.

The procurement policies referred to in 2 above may be further modified should the Council at any time contract with Broward County for administration and services, in which case the County's procurement and purchase policies would apply as long as they do not conflict with State or Federal procurement regulations.

The manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by an administrative entity or one of its member governments charged with operating the programs contemplated by this Agreement

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- Acquisition ownership custody operation maintenance, lease or sale of real or personal property
- k The disposition diversion or distribution of any property acquired
- The composition, membership appointments, and organizational approval of any advisory bodies to the Council
- m The manner in which staff shall be employed to carry out and serve Council objectives with regard to programmatic policies.
- n To develop procedures and/or administrative rules to effectively carry out the Council's policies and decisions so long as they do not conflict with WIOA rules and regulations. CareerSource Florida and DEO rules and regulations and any other state or Federal Workforce Development legislation
- Any other necessary and proper matters as they may arise and as agreed upon by the Council members and member governments.

#### 54 LIABILITY

The Council consisting of Broward county and the Cities of Fort Lauderdale and Hollywood shall assume equal liability to the extent allowed and/or required by law for the operation of Federal and State Workforce Development programs

The Council shall purchase Insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from any liability which may attach due to its operation of WIOA or other Federal or State workforce development programs

#### 5.5 SIGNATORY

The chairman shall act as signatory for the Council on all agreements leases or grants, or on any other document requiring a signature in order to be legally binding

#### 5.5.1 Chairman's Absence

In the absence of the chairman, either of the other two members may sign for the Council in his/her stead

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#### 5.5.2 Delegation of Signatory Authority

The Executive Director shall have the power to enter into the following agreements without obtaining prior Council authority with regard to these agreements

- a All Non-Financial Work Experience Agreements
- b All On-The-Job Training Agreements
- c All amendments to WIA WIOA or other grant program contracts, which do not alter the actual dollar amount authorized by Council or the dollar amount approved by the Council to be expended within cost categories, i.e. Services, Training, Administration, or Participant Wages

#### ARTICLE VI GENERAL

6.0 All Prior Agreements

It is understood and agreed that this document incorporates and includes all prior negotiations correspondence conversations agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained. In this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

#### 6.1 Amendment

It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

#### 6.2 Notice

Whenever either party desires to give notice unto the other, notice must be given in writing sent by registered United States Mail with Return Receipt Requested addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit

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For the City of Fort Lauderdale	100 North Andrews Avenue Fort Lauderdale, Florida 33301
For the City of Hollywood	2600 Hollywood Boulevard Hollywood, Florida 33020
For Broward County	County Administrator Governmental Center 115 South Andrews Avenue Fort Lauderdale, Florida 33301
For CareerSource Broward	CareerSource Broward 6301 N W 5 <sup>th</sup> Way Suite 3000 Fort Lauderdale, FL 33309

#### 6.3 Construction

This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Florida

#### 6.4 Invalid Provision

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect Waiver of Rights

6.5 Waiver of Ri

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter

#### 66 Termination

It is understood and agreed that this Agreement may be terminated upon ninety (90) days written notice by any party

Interlocal Agreement Page 10 Rev. January 19, 2016 IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the respective dates under each signature. BROWARD COUNTY through its designated representative to the CareerSource Broward Council and the Cities of Fort Lauderdale and Hollywood through their Mayors as their chief elected official

Witness For Broward County

Witness For the City of Fort Lauderdale

Witness For the City of Hollywood Approved as to Form By Achelle J Daniels, General Counsel CareerSource Broward

Gommissioner Tim Jyan

Designated Representative Date: January 23, 2016

Mayof Jack P Seiler Date: January 2 P 2016

Mayor Peter Bober Date January 2.8 2016

Thereby certify the document to be a true. content and chablete cuty of the record THE WE THE A HAREN -FEDRUGITY optery Administrate anill

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# EXHIBIT B

# COPY OF THE WRITTEN POLICY AND PROCEDURE ADOPTED BY THE CEO

&

MINUTES



Administrative Office 6301 NW 5<sup>th</sup> Way Suite 3000 Ft. Lauderdale, Florida 33309

# Memorandum #08-15 (LS)

To: Mason Jackson, President/CEO

From: Rochelle J. Daniels, General Counsel

Subject: CareerSource Broward Council "By-Laws" Policy for BWDB Nominations and Appointments

Date: January 19, 2016

#### Summary

The Notice of Proposed Rule Making (NPRM) which are the Workforce Innovation and Opportunity Act (WIOA) proposed regulations require that local elected officials establish by-laws for local board nominations and appointments. CareerSource Broward (CSBD) has policies and procedures it has followed for the areas required to be covered by these by-laws. The proposed regulations in this area are unlikely to change when the final regulations are issued. Approval of the by-laws/policy below is recommended so that they may be included in the two (2) year plan which is required by the state.

### Background

CSBD has had a formal process for local board appointments which has been approved by the CSBD Council of Elected Officials (CSBD Council) over the course of its history. 20 CFR 679.310(g) requires that by-laws be established by the chief local elected officials<sup>1</sup> that addresses:

- 1. The nomination process for the Local Board chair and members
- The term limitations and appointments that are staggered to ensure a portion of the memberships expire in a given year
- 3. The process of notifying the CSBD Council of board vacancies
- 4. Proxies and alternative designees
- 5. The use of technology for meetings to promote board member participation
- The process to ensure board members actively participate in convening the workforce development system's stakeholders
- Any other conditions governing appointment or membership on the State Board as deemed appropriate by the chief local elected officials.

The regulation refers to the singular however, the law provides for local elected officials to agree to a process for board nominations and the CSBD process calls for approval by all the members of the CSBD Council

In addition to the above, 20 CFR 679.320 requires that consistent with the criteria established by the State Board, chief local elected officials must establish a formal nomination and appointment process for local board members ensuring:

- a. Business representatives are appointed from among individuals who are nominated by local business organizations and business trade associations.
- b. Labor representatives are appointed from among individuals who are nominated by local labor federations (or, for a local area in which no employees are represented by such organizations, other representatives of employees).
- c. That when there is more than one local area provider of adult education and literacy activities, or multiple institutions of higher education providing workforce investment activities, nominations are solicited from those particular entities.
- d. That an individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation of each entity.
- e. That all required board members have voting privileges and that the chief elected official may convey voting privileges to non-required members.

#### Discussion

While the words "by-laws" are used in the NPRM, other boards have incorporated the requirements of the NPRM a number of ways. Some through their inter-local agreements, others through their elected official – board agreements and still others through a separate document. Described below are the CSBD Council's current policies and procedures for the nominations and appointment process as required by the NPRM. If approved and formally adopted by the CSBD Council as their policy and procedures we believe this will satisfy the regulatory requirement and we will include the adopted policy and procedure in our local plan.

1	The nomination process for local workforce board members	The Organizational Resources Committee considers demand occupations in the workforce area and makes recommendations of local business organizations or business trade associations for nominees. We reach out to them for nominees.
		Recommended nominees are placed on a regularly scheduled meeting of the CSBD Council. The BWDB recommends the appointments.
		The CSBD Council votes on appointment of the members.
1a	The nomination process for the local workforce board chair	The Organizational Resources Committee recommends a slate of officers.
		The board is presented with the slate and may make additional nominations.
		All officer nominations are presented to the CSBD Council and the BWDB. They vote on the appointment of the officers at a regularly scheduled meeting.
		Officers' terms are one (1) year and may be elected for two (2) consecutive terms.
2	Nominations of non private sector workforce board members	Nominations are solicited from representative organizations of each category. The nomination is referred to the Organizational Resources Committee which follows the board nomination process described above.
3	The term limitations	Board members are appointed for two (2) year terms on a staggered basis.
4a	Vacancies: workforce board member	Upon resignation of a workforce board member the President informs the CSBD Council and the BWDB Executive Committee.
	resignations	The vacancy is referred to the Organizational Resources Committee which follows the board nomination process described above.

(Continued)

4b	Vacancy: workforce board member expired terms	Members may be reappointed. There is no limit on the number of terms a member may serve. Re-appointments are brought to the CSBD Council at the beginning and mid-point of the calendar year, or as needed. Any vacancy is filled as described above.
5	Proxies and alternative designees	There is no provision for proxies or alternates.
6	Technology	The CSBD Council and the BWDB follow Florida law and allow attendance via telephone when necessary.
7	Ensuring board members participate in convening stakeholders	The President/CEO brings the process for ensuring community participation to the CSBD Council and BWDB at a regularly scheduled meeting.
		Based upon CSBD Council and BWDB actions stakeholders are invited to participate at the committee and governing board levels.

### Recommendation

It is recommended that the CSBD Council adopt the above policies and procedures which represent the manner in which nominations and board participation have been implemented to date.

RJD/vu

## MINUTES

## BROWARD WORKFORCE DEVELOPMENT BOARD, INC. & CAREERSOURCE COUNCIL OF ELECTED OFFICIALS

#### Partnership Meeting #185 Thursday, January 28, 2016 CareerSource Broward, 6301 NW 5<sup>th</sup> Way, Suite 3000, Ft. Lauderdale, FL

The Board and Council are reminded of conflict of interest provisions. In declaring a conflict, please refrain from voting or discussion and declare the following information: 1) Your name and position on the Board, 2) the nature of the conflict and 3) who will gain or lose as a result of the conflict. Please also fill out form 8B prior to the meeting whether or not you are able to attend the meeting if you have a conflict with any agenda items.

## PLEDGE OF ALLEGIANCE

#### INVOCATION

Lynn Goldman gave the invocation.

#### MEMBER SPOTLIGHT

Cynthia Sheppard gave an overview of her professional and personal background including the fact that she owns a preschool that offers speech and occupational therapy, has 30 years' experience in the childcare industry and is a mother of four.

Tony Ash, Vice-President of Communications & Business Relations at CareerSource Broward, gave an overview of his professional and personal background including the fact that he has been employed at CSBD since 2006, has a degree from Florida Atlantic University, serves on City of Pembroke Pines Economic Development Board, is a 12 year volunteer of the Fort Lauderdale Children's Theater and is married with two kids.

#### APPROVAL OF MINUTES

Approval of the minutes of the December 10, 2015 Broward Workforce Development Board/CareerSource Broward Council Partnership Meeting #184.

A motion to approve the minutes of the December 10, 2015 BWDB Partnership/CareerSource Broward Council meeting #184 was made by Mayor Jack Seiler and seconded by Gary Arenson. The Broward Workforce Development Board, Inc./CareerSource Broward Council of Elected Officials unanimously approved the minutes as amended.

#### CONSENT AGENDA

Consent Agenda items are items that may not need individual discussion and may be voted on as one item. Any member wishing to discuss an item may move to have it considered individually.

ACCEPTANCE OF CONSENT AGENDA FOR JANUARY 28, 2016

On a motion made by Michael Carn and seconded by Mayor Jack Seiler, the Broward Workforce Development Board, Inc./CareerSource Broward Council of Elected Officials unanimously approved the Consent Agenda of January 28, 2016.

## 1. Monthly Performance Report

The current performance for the month in WTP, WP, VET, SNAP and WIOA (Adult & Dislocated Worker) is provided. Within the Big 7 Regions CSBD ranks 1<sup>st</sup> in Veterans and SNAP Entered Employment Rate, 2<sup>nd</sup> in overall WP placement rate, ranks 1<sup>st</sup> in WTP Two Parent Participation Rate, ranks 2<sup>nd</sup> WTP All Family Participation Rate and ranks 3<sup>rd</sup> in WTP Entered Employment Rate.

#### 2. BWDB Committee Summary

Summary of actions taken at the following meetings:

Employer Services Committee – January 5, 2016 One Stop Services & Special Populations Committee – January 5, 2016 Youth Committee – January 6, 2016 Executive Committee – January 19, 2016

#### 3. Letter of Support

A letter of support was written for OIC of South Florida for the U.S Department of Labor Training to Work 3 - Adult Reentry Grant. The program will provide career pathway programs in demand occupation sectors for men and women who are 18 years and older who are enrolled in work release programs.

## REGULAR AGENDA

These are items that the Council and BWDB discussed individually in the order listed on the Agenda. Individuals who wished to participate in these discussions did do so merely by raising their hand during the discussion and being recognized by the Chair The Chair determined the order in which each individual spoke and the length of time allotted

#### OLD BUSINESS

## 1. Selection of Out of School Youth (OSY) Providers

Per the direction of CareerSource Broward governing boards' at the December board meeting. staff met with each of the OSY proposers to negotiate and discuss their recruitment and engagement strategies. Based upon the information provided and the recommendations of the Youth Committee it is recommended that CSBD fund the following providers through June 30. 2016, 1) Vendor - Set aside \$20,000 for Junior Achievement for referral of youth to Leadership Development Training/ Financial Literacy and/or Entrepreneurial Training/ Financial Literacy and 2) to continue to hold the \$20,000 set aside for tutoring 3) Navigators - award HANDY \$49,950, FLITE \$50,333 and SUNSERVE \$21,750 to provide Navigators to youth and 4) Full Service - award Broward College \$300,000 to provide full service program activities to youth. The Henkels and McCoy proposal will be considered in the spring once we know next year's allocation. Approved at the 1/6 Youth Committee meeting, Because a BWDB member, Ms. Mildred Coyne, is employed at Broward College this recommendation must be approved by a 2/3 vote of the BWDB members present with an established quorum at the BWDB meeting. Approved at the 1/6 Youth and 1/19 Executive Committee meetings. (This is in alignment with the BWDB goal to align Broward's services to maximize employment and training opportunities for targeted populations.)

Mason Jackson gave a presentation on the OSY Provider options and the recommendations approved by the Youth and Executive Committee meetings.

Board and Council of Elected Officials questions/comments on this item were as follows:

- Mayor Jack Seiler inquired how youth will be selected for the Junior Achievement program and if it is possible to expand it to serve more youth. Mason Jackson responded that the vendor will do the vetting of the youth and, should there be a great demand for this program, we can bring it back to the Board to consider expanding it.
- Gina Alexis inquired why Henkels and McCoy will not participate unless there is a two year contract. Mason Jackson responded that as they do not have a presence in Broward County, they do not want to do the legwork to establish a base here for only six months.
- Michael Carn asked since Broward College has several locations throughout the County, which location(s) will their OSY program operate out of and how will it be controlled. Mildred Coyne responded that there will be a college-wide administrator office – either at the Downtown or Central location – that will be working with staff based out of each of the three campuses.

On a motion made by Mayor Jack Seiler and seconded by Mayor Peter Bober, the Broward Workforce Development Board/CareerSource Broward Council of Elected Officials unanimously approved the selection of Out of School Youth Providers.

Note and for the record, during the meeting, Mildred Coyne submitted a conflict of interest form as she is employed by Broward College. She abstained from voting on this item.

## NEW BUSINESS

## 1. Non-material Modifications to the Inter-local Agreement

As the Workforce Investment Act of 1998, (WIA) has been replaced with the Workforce Innovation and Opportunity Act of 2014, (WIOA) it is appropriate to modify the Inter-local Agreement between the Cities of Hollywood and Fort Lauderdale and The Broward County Board of County Commissioners to eliminate references to WIA and to substitute WIOA. In it is recommended we substitute the Department of Economic Opportunity for references to the Agency for Workforce Innovation which no longer exists and to eliminate the reference to the Welfare to Work Act which has expired. Consideration to approve the non-material modifications to the Inter-local Agreement. (*This is in alignment with the BWDB goal to maintain our role as local workforce development leaders.*)

On a motion made by Mayor Jack Seiler and seconded by Mayor Peter Bober, the Broward Workforce Development Board, Inc./CareerSource Broward Council of Elected Officials unanimously approved the non-material modifications to the Inter-local agreement.

## 2. BWDB By-Laws/Policies on BWDB Nominations and Appointment

It is recommended that the CSBD Council adopt the by-laws/policies and procedures which commits to a writing the manner in which the CSBD Council nominates and appoints BWDB members so they may be included in the two (2) year plan which is required by the state. The Notice of Proposed Rule Making which are the Workforce Innovation and Opportunity Act (WIOA) proposed regulations require that local elected officials establish "by-laws" for local board membership. The proposed policy and procedure is not a change from the current practices of the CSBD Council which are largely dictated by WIOA and previously by WIA. (This is in alignment with the BWDB goal to maintain our role as local workforce development leaders.)

On a motion made by Mayor Jack Seiler and seconded by Mayor Peter Bober, the CareerSource Broward Council of Elected Officials unanimously approved the CSBD Council's by-laws/policies.

## 3. PY 15 - 16 Revised Budget

The amount of formula dollars available to CSBD for PY 15-16 totals \$21,076,196. This is a 5% (\$1,053,824) increase from the planning numbers presented in June. The changes from the preliminary PY 15-16 budget to the actual PY 15-16 budget are due to 1) the Workforce Innovation and Opportunity Act Dislocated Worker supplemental award was larger than forecasted 2) additional awards in the Supplemental Nutritional Assistance Program and Welfare Transition Program, and 3) an increase in the WIOA Youth carry forward funds initially projected. Administrative percentages remained the same. Approved at the 1/5 One Stop Services and Special Populations and 1/19 Executive meetings. (*This is in alignment with the BWDB goal to align Broward's services to improve the sustainability of the workforce system through increased funding, efficiency, and relevancy.*)

Mason Jackson stated that the training dollars remain the same although the percentage is less. He explained that CSBD is having difficulty spending the ITA dollars and are ramping up the OJT program to help do so.

Commissioner Tim Ryan inquired if the 5% increase in budget funding was tied to performance. Mason Jackson responded that the increase was not due to a performance allocation, it came from emergency funds the State withholds every year and disperses around this time. He noted that we are usually not aware of how much we will receive in advance.

On a motion made by Commissioner Tim Ryan and seconded by Joe Cobo, the Broward Workforce Development Board, Inc./CareerSource Broward Council of Elected Officials unanimously approved the PY 15-16 Revised Budget.

#### 4. OJT Wage Reimbursement Rate under WIOA

Consideration to approve 1) 75% reimbursement rate to employers with 250 or less employees and 2) 50% to employers with 251 or more employees. Under WIOA, the employer wage reimbursement rate is 50%; however WIOA allows local boards the authorization to approve up to a 75% reimbursement rate. This will allow CSBD to continue to assist small businesses to grow the local economy by providing meaningful employment opportunities. Previously, it was 90% for employers with 50 or less employees, 75% for employers with 51-250 employees and 50% for employers with 251 or more employees. Approved at the 12/8 Employer Services and 1/19 Executive Committee meetings. (This is in alignment with the BWDB goal to align Broward's services to maximize employment and training opportunities for targeted populations.)

On a motion made by Michael Carn and seconded by Mayor Jack Seiler, the Broward Workforce Development Board, Inc./CareerSource Broward Council of Elected Officials unanimously approved the OJT wage reimbursement rates under WIOA.

## 5. President/CEO Evaluation

In accordance with Broward Workforce Development Board, Inc. (BWDB) and CareerSource Broward Council of Elected Official's policy the Executive Committee evaluates the President/CEO using an instrument developed by the Organizational Resources Committee The evaluation instrument was distributed to the Executive Committee members by the Legal Department in November. The scores have been tabulated and averaged. The results are published in the agenda backup. Approved at the 1/19 Executive Committee meeting. (*This is in alignment with the BWDB goal to maintain our role as local workforce development leaders.*)

Mayor Jack Seiler stated that he fully supports the Executive Committee's evaluation results as it is consistent with what he has seen.

On a motion made by Joe Cobo and seconded by Gary Arenson, the Broward Workforce Development Board, Inc./CareerSource Broward Council of Elected Officials unanimously approved the President/CEO Evaluation.

#### 6. Broward County Unemployment

The unemployment rate in Broward County was 4.3 percent in December 2015. Lower by 0.7 percentage point over the year. In December 2015, Broward County's unemployment rate was 0.4 percentage point lower than the state rate (4.7 percent) and 0.5 percentage point lower than the national rate (4.8 percent). Out of a labor force of 999,633 there were 43,255 unemployed Broward County residents. (Please reference agenda item old business #1, new business #4, and report #2 as actions taken to address the high unemployment and/or increased traffic in the career centers). (This is in alignment with the BWDB goal to maintain our roles as workforce development leaders.)

#### REPORTS

#### 1. Suspension of Supplemental Nutrition Assistance Program Performance Report

In preparation for SNAP E&T program transition from voluntary to a mandatory program on 1/1/2016 for Able-Bodied Adults without Dependents the state has 1) ceased new referrals from the Department of Children and Families to the SNAP Employment & Training program and 2) mandated that we close all voluntary cases. At this time the state has not established new performance measures for the program. Therefore we are suspending reporting on the SNAP E & T program until new performance measures and goals are available.

Mason Jackson stated that he was on a conference call recently and they were going to send out letters to noncompliant people regarding cancellation of their benefits. He explained that as the system was not working properly, he recommended they hold off on sending these letters until it is fixed.

#### 2. Update on Community Input for Local Plan Development

WIOA requires that we develop a new local plan that describes how the board will execute its functions. Per Board direction, each committee agenda has incorporated a discussion around one or more of the function areas and invited employers, partners, and stakeholders as appropriate to participate in the discussions. The feedback received from these meetings is provided.

Mason Jackson stated that there was a Joint Broward Workshop and BWDB meeting last week to discuss how the two entities can coordinate better. Michael Carn inquired if the outcomes of that meeting will be sent out to the Board. Mason Jackson responded that the minutes for this meeting are been finalized.

## 3. CareerSource Broward Ice Cream Social

On December 15, 2015, Board Chair, Frank Horkey, and past Chairs, Pam Sands, Gary Arenson and Dr, Ben Chen sponsored an ice cream social held at each CareerSource Broward Center to show their gratitude and recognition of the employees' hard work and commitment to quality service and performance excellence. The event was a big success and well received by staff, which provided dozens of testimonials praising the occasion and the Board.

Mason Jackson thanked BWDB Chair, Frank Horkey, and past Chairs, Pam Sands, Gary Arenson and Dr. Ben Chen for doing this for staff.

## MATTERS FROM THE CAREERSOURCE BROWARD COUNCIL

Mayor Frank Ortis congratulated Rochelle Daniels on publishing a book and donating the proceeds to the United States Conference of Mayors.

## MATTERS FROM THE BROWARD WORKFORCE DEVELOPMENT BOARD

None

## MATTERS FROM THE FLOOR

None

## MATTERS FROM THE PRESIDENT/CEO

Mason Jackson stated:

- BWDB Chair, Frank Horkey got injured in Las Vegas which is part of the reason he was unable to attend this meeting.
- 2. Frank Horkey appointed Michael Carn to chair the Audit Committee.
- 3. Several bills have been filed in the House and Senate that address some of the items on our state legislative agenda. He noted that he will provide more information on these bills after he attends the state meetings in February in Tallahassee. He noted that, if passed, the limitation on board size will be lifted so we will be able to add members to the board.

Roy Rogers, a member of the public, stated that he had voluntarily resigned from the Board when the State required that membership consistent of specific categories, not to exceed certain numbers. He inquired if that requirement was still in place. Mason Jackson responded that there have been changed to the categories, especially in terms of the mandatory partners which are no longer mandated under Federal law. He explained that these changes will be brought back to the Organizational Resources Committee once the bill is passed, as they will be working to fill the two vacancies on the Board – especially from private sector.

 Pam Sands, Dr. Ben Chen and he will be attending the Florida Workforce Development Association, State board and Florida Chairs Association meetings in Tallahassee, FL on 2/2-2/3.

## ADJOURNMENT

9:03 AM

THE NEXT BROWARD WORKFORCE DEVELOPMENT BOARD/CAREERSOURCE BROWARD COUNCIL MEETING IS SCHEDULED FOR FEBRUARY 25, 2016 AT 8:00 A.M.

## EXHIBIT C

# Memorandums of Understanding & Infrastructure Funding Agreements

## MEMORANDUM OF UNDERSTANDING

#### Between

## THE BROWARD WORKFORCE DEVELOPMENT BOARD, INC.

## And

## THE CAREERSOURCE BROWARD COUNCIL OF ELECTED OFFICIALS

This Agreement made and entered into by and between the CareerSource Broward Council of Elected Officials, hereinafter referred to as the CSBD Council, and the Broward Workforce Development Board, Inc., hereinafter referred to as the BWDB;

#### WITNESSETH:

WHEREAS, The Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the WIOA (29 U.S.C. 3101 et seq. Public Law 113 – 128), authorizes the expenditure of federal funds for workforce programs in local workforce development areas; and

WHEREAS, CSBD has been designated a local workforce development area, under WIOA, by the Governor of the State of Florida; and

WHEREAS, the CSBD Council has appointed the members of the BWDB to serve as the local workforce development board for the local workforce development area; and

WHEREAS, the United States Department of Labor at 20 CFR 679.310 (c) provides that the chief local elected official(s) in a workforce development area and the local workforce development board appointed by the chief local elected officials may enter into an agreement to describe the roles and responsibilities of the parties; and

WHEREAS, WIOA requires that each local area develop a plan for WIOA implementation; and

WHEREAS, the State has issued instructions for the completion of a WIOA Plan which requires an agreement between the CSBD Council and the BWDB regarding the execution of their joint and individual responsibilities; and

WHEREAS, the CSBD Council and the BWDB have entered into such an Agreement under the Workforce Investment Act, hereinafter referred to as the WIA (29 U.S.C. 2801 et seq. Public Law 105-220, 112 Stat. 936) and wish to amend that agreement to bring it into compliance with WIOA,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the BWDB and CSBD Council agree as follows:

- The following are the shared authorities and responsibilities of the BWDB and the CSBD Council, which are the CSBDs' governing boards:
  - A. It is the joint authority and responsibility of the BWDB and the CSBD Council to ensure effective service delivery which provides the most beneficial mix of program options to the residents of Broward County.
  - B. It is the joint authority and responsibility of the BWDB and the CSBD Council to stimulate the active and effective participation of all sectors of the community in the provision of training services.
  - C. The BWDB and the CSBD Council shall advise staff regarding comments on the State Plan.
  - D. The BWDB and the CSBD Council shall require staff to develop a strategic plan pursuant to federal and state requirements which shall reflect the goals and objectives of the governing boards, and which plan shall be presented to the governing boards for approval in a timely fashion.
  - E. The BWDB and the CSBD Council shall approve any modifications to the strategic plan.
  - F. The BWDB and the CSBD Council shall participate in regional planning if assigned to a region which includes other local workforce development areas.
  - G. The BWDB and the CSBD Council shall require CSBD to administer programs as described in the strategic plan pursuant to federal and state requirements, and in accordance with the Interlocal Agreement entered into by the governmental units, which make up the CSBD Council.
  - H. The BWDB and the CSBD Council shall make determinations with regard to the disbursement of income generated by CSBD activities.
  - The BWDB and the CSBD Council shall provide policy guidance and oversight with respect to CSBD programs and funds. This shall include developing one-stop certification criteria and requiring an annual quality assurance and monitoring plan which plan shall cover:
    - i. How CSBD shall monitor its fiscal and program activities.

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- ii. How CSBD shall monitor the fiscal and program activities of its adult and dislocated worker one-stop operator, career services providers, and training providers.
- iii. How CSBD shall monitor the fiscal and program activities of its youth services providers.
- How the program and physical accessibility of the one-stop shall be assessed using continuous improvement principles.
- v. How it will be determined that the one-stop operator and centers are meeting state and local certification criteria.
- J. The BWDB and the CSBD Council shall work with the Governor in a disaster.
- K. The BWDB and the CSBD Council shall be responsible for the selection, designation, and termination of the one-stop operator.
- L. The BWDB and the CSBD Council shall be responsible for the selection, designation, and termination of intensive service providers if the one-stop operator is not the intensive services provider.
- M. The BWDB and the CSBD Council shall agree to accept/apply for additional grants or funds.
- N. The BWDB and the CSBD Council shall approve contract awards, contract increases and/or decreases, and contract renewals with program service providers.
- O. The BWDB and the CSBD Council shall be responsible for the negotiation of local performance with the state.
- P. The BWDB and the CSBD Council shall approve the addition of nonmandatory one-stop partners, and shall consider the extent to which the entity will add to the integration and access to services through the one-stop system, agrees to share information with the one-stop partners, agrees to colocate in the one-stop center(s), be a party to the One-Stop Memorandum of Understanding, and contribute to the infrastructure of the one-stop system.
- Q. The BWDB and the CSBD Council shall approve exceptions to the WIOA Eligible Training Provider List.

Rev. March, 2016 Broward Workforce Development Board and CSBD Council Agreement Page 3

- R. The BWDB and CSBD Council shall comply with state and federal conflict of interest rules in the conduct of their business.
- S. The BWDB and the CSBD Council shall approve the annual CSBD budget and modifications to the budget.
- T. The BWDB and the CSBD Council shall approve the adult priorities for receipt of services as a part of the four (4) year WIOA Plan.
- Authorities and Responsibilities of the BWDB
  - A. The BWDB shall be responsible for.
    - Approving training institutions and courses of training to be placed on the CSBD eligible training provider's list.
    - Assisting the state with the vetting process for determining, renewing and terminating the eligibility of training providers.
    - iii. Approving exceptions to the Eligible Training Providers List.
    - Ensuring customer choice in the selection of a training provider from the approved state-wide list.
  - B. The BWDB shall approve the selection of youth providers based upon recommendations from the Youth CSBD Committee.
  - C. The BWDB shall create committees, all of which shall be chaired by a BWDB member, direct the activities of committees, and appoint the members of all committees, which shall include some non-board members as provided for in WIOA. The committees shall recommend policies regarding the administration of the funds and programs to the full BWDB and CSBD Council for consideration and approval.
  - D. The BWDB members shall serve as ad hoc committee members to review, rate, and evaluate proposals.
  - E. The BWDB shall promote the CSBD one-stop career system, the board, and CSBD program services and activities.
  - F. The BWDB shall convene stakeholders to get their input as a part of the local plan development and to identify non-federal expertise and resources which can be invested in the local workforce system.

Rev. March, 2018 Broward Workforce Development Board and CSBD Council Agreement Page 4

- G. The BWDB shall lead efforts to develop and implement career pathways.
- H. The BWDB shall enter into a memorandum of understanding (MOU) with the one-stop partners to identify their contributions to the one-stop infrastructure and the services the partners will deliver through the one-stop system.
- The BWDB shall facilitate one-stop partners' integration of intake and case management systems.
- J. The BWDB shall facilitate access to one-stop services including the development of strategies to take advantage of technology advances.
- K. The BWDB shall select career services providers through contract awards, if the services not delivered by the one-stop operator.
- L. The BWDB shall competitively select youth providers on recommendations of the Youth Standing Committee or determining that a sole source procurement is necessary because there are insufficient local youth providers.
- M. The BWDB shall work with the State to ensure there are sufficient numbers and types of career services and training providers.
- N. The BWDB shall analyze economic conditions, collect and localize labor market information to determine business and industry needs to the region. This shall include:
  - Determinations regarding local occupations in demand.
  - Deciding on the criteria for increasing employer On the Job Training wage reimbursements from fifty percent (50%) to seventy-five percent (75%).
  - Deciding to use up to twenty percent (20%) of the local allocation for incumbent worker training, and setting the amount of the employer contribution that will be required.
  - iv. Deciding to use ten percent (10%) of the adult/dislocated worker allocation for transitional jobs.
  - Deciding which support services to offer and how much to allocate to support for participants.
- O. The BWDB shall assist the Governor to develop, collect, analyze and use statewide Wagner Peyser labor market information.

- P. The BWDB shall engage employers and pursue employer linkages through intermediaries.
  - As a recruitment strategy for to identify new members.
  - ii. To encourage employer use of the one-stop system.
  - iii. To enhance communication and collaboration between employers, economic development, and service providers.
  - To ensure workforce activities meet employer needs and support economic growth.
  - To identify and promote strategies and initiatives to meet employer, worker and jobseekers needs.
- Q. The BWDB shall coordinate with the WIOA Core Partners in making determinations regarding providers approved to be on the Eligible Training Provider List.
- R. The BWDB shall review Adult Education and Family Literacy Act provider applications, as applicable, to assure they are consistent with the CSBD WIOA local plan.
- S. The BWDB shall implement cooperative agreements between the BWDB and the core and one-stop partners to enhance services for jobseekers, workers and employers.
- T. The BWDB may accept and solicit grants and donations from non-federal sources, and leverage local resources.
- U. The BWDB may consider whether to recommend implementation of pay for performance contracts for training and/or the fourteen required youth elements to the CSBD Council, with up to ten percent (10%) of the adult/dislocated worker and youth allocations.
- V. The BWDB may consider whether to recommend the submission of requests for approval of transfers between the adult and dislocated worker funding streams to the CSBD Council and to the governor.
- W. The BWDB shall develop its own by-laws.
- X. The BWDB shall select a slate of officers.

Rev. March, 2015 Broward Workforce Development Board and CSBD Council Agreement Page 6

- Authorities and Responsibilities of the CSBD Council.
  - A. The CSBD Council shall be responsible for CSBD operations as delineated in the Interlocal Agreement between the three governmental entities.
  - B. The CSBD Council members shall appoint BWDB members in accordance with state and federal guidelines.
  - C. The CSBD Council shall make determinations with regard to expenditures from the General (unrestricted) Fund.
  - D. The CSBD Council shall provide for the audit of funds as required and shall direct staff as necessary to resolve any questions arising from any audits.
  - E. The CSBD Council shall be responsible for the appointment and termination of the CSBD President/CEO.
  - F. The CSBD Council shall approve entry into litigation and settlement of any litigation.
  - G. The CSBD Council shall be responsible for the appointment of the BWDB Chair.
  - H. The CSBD Council shall make appointments to the hearing board established to hear grievances.
- 4. Designation of Delivery Area, Fiscal Agent, Administrative Entity, Grant Recipient

The BWDB and the CSBD Council pursuant to their authority under the Florida Statutes at Section 163.01 and pursuant to WIOA, Section 116, agree to designate CSBD, its administrative entity, to serve as the grant recipient, administrative entity, and fiscal agent for workforce programs in Broward County.

## 5. Term of Agreement

The Term of the Agreement as amended shall commence on the \_\_\_\_\_ day of March, 2016, and shall continue through June 30, 2016, and shall thereafter, be automatically renewed from year to year unless either party notifies the other of its intention not to renew at least ninety (90) days prior to the expiration of any one year period.

Rev. March, 2016 Broward Workforce Development Board and CSBD Council Agreement Page 7

## 6. Merger

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein and are deemed to be part of this Agreement.

## 7. Amendment

Either party to this Agreement may propose to amend or modify the terms of this Agreement. Any and all Modifications or Amendments to this Agreement are subject to the approval of both the CSBD Council and the BWDB.

## Independence of Terms under This Agreement.

If any terms or provisions of this Agreement as amended or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Rev. March, 2016 Broward Workforce Development Board and CSBD Council Agreement Page 8

## **EXECUTION PAGE**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The Broward Workforce Development Board Chairperson, Frank Horkey and The CareerSource Broward Council of Elected Officials Chairperson, Mayor John P. "Jack" Seiler, This Agreement shall be effective on the date it has been signed by all parties.

THE BROWARD WORKFORCE DEVELOPMENT BOARD, INC.

By: Frank Horkey

Title: Board Chairperson

Date: 3/31/14

Witnessed by:

Approved as to form by the CareerSource Broward General Counsel 6301 N.W 15th Way, Suite 3000 Ft. Laudemale, FL 33309

BY:

Rochelle J. Daniels General Counsel

Rev. March, 2016 Broward Workforce Development Board and CSBD Council Agreement Page 9

THE CAREERSOURCE BROWARD COUNCIL OF ELECTED OFFICIALS

By: 01

Mayor John P. "Jack" Seiler

Title: Chairperson

Date: 2

Witnessed by:

## MEMORANDUM OF UNDERSTANDING

#### Between

## CAREERSOURCE BROWARD

## And

## THE AMERICAN ASSOCIATION OF RETIRED PERSONS FOUNDATION

This Memorandum of Understanding is entered into by and between CareerSource Broward (hereinafter CSBD) as the administrative entity for CSBD Council of Elected Officials (hereinafter Council) and for the Broward Workforce Development Board, Inc. (hereinafter "BWDB") AND American Association of Retired Persons Foundation (hereinafter referred to as "AARP") a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (hereinafter "WIOA") as a result of their grantee status under the Title V Older Americans Act/SCSEP

## WITNESETH 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, AARP is a one-stop partner identified in WIOA Sec. 121 because they are a grant recipient under Title V of the Older Americans Act/SCSEP; 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 AARP agree as follows:

## 1. PARTIES

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

## 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.
- B. Develop a process for the referral of customers to each other as 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. During the period between execution of this MOU and January 2018, 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 AARP 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 AARP agree to:
  - 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.

## 4. ONE STOP SYSTEM SERVICES

- A. Services provided through the One-Stop delivery system. Services provided through the one-stop system include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth services.
  - Referral of youth and adults to WIOA Title II Adult Education and Literacy.
  - c. WIOA Title III Wagner-Peyser.
  - d. WIOA Title IV Vocational Rehabilitation.
  - e. Referral to Carl Perkins Career Technical Education.
  - f. Title V Older Americans Act.
  - g. Veterans Programs.
  - h. Trade Adjustment Assistance Act.
  - Referral to Community Services Block Grant services.
  - j. Unemployment Compensation.
  - Temporary Assistance for Needy Families through the Welfare Transitions Program.
  - Supplemental Nutrition Act Program.
  - m. Referral to Youth Build.

- n. Referral to Second Chance Programs.
- B. Access to Services. CSBD and AARP will make their program services accessible through the one-stop delivery system by:
  - a The co-location of program staff in the CSBD one-stop and the provision of host work-site opportunities to AARP participants.
  - b. 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.
  - c. Jointly developing front line training to assure an understanding or the activities, support services and constraints applicable to joint partner workforce funding streams.
  - d. Coordinating outreach and recruitment through links on each other's websites and using technology to provide a direct link to a program staff member who can provide meaningful information on each partner's services.
  - e. CSBD and AARP have agreed to Option 1, "having a program staff member physically present at the CSBD American Job Center," as described in USDOL Training and Employment Guidance 16-16.
- C. Coordinating Services. CSBD and AARP agree to coordinate and deliver workforce services as appropriate through the one-stop system by:
  - a. Seeking opportunities to streamline activities as appropriate to each partner's funding stream and the needs of individual participants.
  - b. Working together on enhancing employer engagement to build a demand-driven system.
  - c. Committing to continuous improvement through the coordination of staff training to provide front line staff with information and knowledge regarding each other's services.
  - d. Agreeing to 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.

- D. Cross Referral. CSBD and AARP agree to consider policies and procedures which would encourage the referral of customers to each other as appropriate by:
  - Reviewing their individual program policies, procedures and processes to better serve customers through cross referral.
  - b. Establishing a method for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.
- E. Information Sharing, CSBD and AARP 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.
- F. Accessibility. CSBD and AARP agree to adopt policies and processes to serve individuals with barriers including consideration of technological tools for individuals with disabilities.

## 5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

- A. CSBD and AARP 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 AARP's use of the one stop which is reflected in the lease entered into on July 11, 2017, between AARP and CSBD under which the AARP pays for the space occupied by its program staff as well as related common costs, which lease may be renewed each year.
- B If at any time 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 the date of execution by each of the parties and shall remain in full force and effect until June 30<sup>th</sup>, 2020, unless the

MOU is terminated by either party in accordance with the terms set forth below.

## 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 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 governing 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 2610 West Oakland Park Boulevard, Fort Lauderdale, FL 33311, addressed to the CSBD President/CEO.
- B. All notices required to be given to AARP under this MOU shall be sufficient when hand delivered or mailed to 4901 NW 17<sup>th</sup> Way, Fort Lauderdale, FL. 33309 addressed to the Project Director.

C. All notices shall be in writing, and may include email notification.

## 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 agree 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

CSBD and AARP agree that references to the local one-stop system shall utilize the CareerSource Broward logo developed by the State of Florida and the America's Job Center logo developed by the United States Department of Labor.

## 14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, CSBD 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, 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, as 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 FACSIMILE OR SCANNED SIGNATURES

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

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: American Association of Retired Persons Foundation through its National Director signing by and through its action on the 1<sup>st</sup> day of December, 2017, and CareerSource Broward signing by and through its Chief Elected Officials, BWDB Chair and CSBD's President/CEO, following Board Action on the 14th day of December, 2017.

AS TO: THE AMERICAN ASSOCIATION OF RETIRED PERSONS FOUNDATION:

WITNESSED BY:

mento any L.S. L.S.

AS TO: CAREERSOURCE BROWARD:

WITNESSED L.S. L.S.

L.S. L.S.

BY: Ilom Atri (Signature)

Printed Name TITLE: PROJECT DEFECTOR DATE: 12/13/17

BY:

(Signature) John P. "Jack" Seiler TITLE: BWDB Chair DATE: JƏ. (4- (7)

BY:

(Signature) Frank Ortis TITLE: CSBD Chair DATE: (J. (4.17

L.S. L.S.

BY: Moron Gadant

(Signature) Mason C. Jackson TITLE: President/CEO DATE: 12/15/12

Approved as to form by the CareerSource Broward General Counsel 2610 West Dakland Park Boulevard Ft. Laugerdale, FL 33311 BY

General Counsel

## MEMORANDUM OF UNDERSTANDING

## ATTACHMENT 1

## Infrastructure Funding Agreement

CSBD and AARP agree and understand that infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south one-stop Center. Non-personnel costs as defined by United States Department of Labor Training and Employment Guidance (TEGL) Letter 17-16 include, 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 American Job Center, including technology used for the center's planning and outreach activities.

The Parties to this MOU and 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, whether they are physically located in the CSBD Career Center or not. Pursuant to 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. The Infrastructure costs to support the One-Stop Center are based on

Rent and is valued in accordance with the attached lease agreement.

by their signatures below, AARP agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid in accordance with the attached lease 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.

in Signature

Date

ROTECT

Printed Name and Title

AARP FOUNDATIFUN, SCSCP Agency Name

EPATENO@AARP.ORG Agency Contact Information



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#### MEMORANDUM OF UNDERSTANDING

#### Between

#### CAREERSOURCE BROWARD

#### And

#### BROWARD COLLEGE

This Memorandum of Understanding is entered into by and between CareerSource Broward (hereinafter CSBD) as the administrative entity for the CSBD Gouncil of Elected Officials (hereinafter Council) and for the Broward Workforce Development Board, Inc. (hereinafter "BWDB") AND THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA, (hereinafter "Broward College"), existing under and by virtue of the laws of the State of Florida as a body politic and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (hereinafter "WIOA").

#### WITNESETH 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 onestop 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, 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 seg.); 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;

Page 1

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

## 1. PARTIES

The Parties to this Memorandum of Understanding (hereinafter "MOU") are CSBD and BROWARD COLLEGE.

## 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 and post secondary Career and Technical Education program services through the CareerSource Broward One-Stop Career Centers which is a part of the American Job Center network system, 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. During the period between execution of this MOU and January 2018, come to agreement regarding the support of the infrastructure and operating costs of the CareerSource Broward 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 agree to 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. DocuSign Envelope ID: EA8FE0DE-3744-4CD2-8592-C15A9A9586BC

- B. To accomplish the vision and goals set forth in WIOA, CSBD and BROWARD COLLEGE agree to:
  - Put the customer first with the focus on individualized, quality customer services
  - Follow-through on cross-partner referrals and customer connections on a timely basis
  - 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

## 4. ONE STOP SYSTEM SERVICES

- A. Services provided through the One-Stop delivery system. Services provided through the one-stop system include:
  - a. WIOA Title I Adult, Dislocated Worker , and Youth services
  - b. Referral of youth and adults to WIOA Title II Adult Education and Literacy
  - c. WIOA Title III Wagner-Peyser
  - d. WIOA Title IV Vocational Rehabilitation
  - e. Referral to Carl Perkins Career Technical Education
  - f. Title V Older Americans Act
  - g. Veterans programs
  - h. Trade Adjustment Assistance Act
  - i. Referral to Community Services Block Grant services
  - j. Unemployment Compensation
  - Temporary Assistance for Needy Families through the Welfare Transitions Program

- I. Supplemental Nutrition Act Program
- m. Referral to Youth Build
- B. Access to Services. CSBD and BROWARD COLLEGE will make their program services accessible through the one-stop delivery system by:
  - a. Exchanging participant eligibility requirements for their workforce funding streams, with particular attention to requirements applicable to courses listed on the CSBD Eligible Training Provider List and Financial Aid as may be necessary for mutual participants seeking to access post secondary training, identifying program career services and working on categorizing those services and/or activities which may be appropriate for integration.
  - b. Jointly developing and participating in front line training of 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 agree to coordinate and deliver workforce services as appropriate through the onestop 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. Working together on enhancing employer engagement to build a demanddriven system, improve business services, and to match participants with work-based learning opportunities.
  - c. Committing to continuous improvement through the coordination of staff training to provide front line staff with information and knowledge regarding each other's services.
  - d. Participating 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.

- D. Cross Referral. CSBD and BROWARD COLLEGE 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 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. Establishing a method 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 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.
- F. Accessibility. CSBD and BROWARD COLLEGE agree to adopt 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 and affiliate locations.

## 5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

- A. CSBD and BROWARD COLLEGE agree to address the requirement for onestop partners to contribute to the infrastructure costs of the one-stop system in the local workforce area pursuant to WIOA sec. 121(c)(2)(A), 20 CFR 678.755, 34 CFR 361.755, and 34 CFR 463.755, and 20 CFR 678.715(c), 34 CFR 361.715(c), and 34 CFR 463.715(c).
- B. CSBD and BROWARD COLLEGE agree that contributions to the infrastructure costs and operating costs should be proportionate to use and in accordance with agreed upon methodology.
- C. CSBD and BROWARD COLLEGE agree to address infrastructure and operating costs prior to January 2018.
- D. Attachment "A" of this Memorandum of Understanding complies with the onestop infrastructure costs through the use of technology and in compliance with

the law.

#### 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 30, 2020, unless the MOU is terminated by either party in accordance with the terms set forth below.

#### 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 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 governing by WIOA, the Parties agree to renegotiate this MOU.

## 9. NOTICE

- A. All notices required to be given to CSBD under this Agreement shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO c/o CSBD at its office located at: 2610 W. Oakland Park Boulevard, Ft. Lauderdale, FL 33311.
- B. All notices required to be given to the Contractor under this Agreement shall be sufficient when faxed, hand delivered or mailed to the President of Broward College or his/her designee, at his office located at: 111 East Las Olas Boulevard, Ft. Lauderdale, FL 33301, with copy to: 111 East Las Olas Boulevard, 12<sup>th</sup> Floor Administration Offices, Ft. Lauderdale, FL 33301 and

111 East Las Olas Boulevard, Office of the General Counsel - 5<sup>th</sup> Floor, Ft. Lauderdale, FL 33301.

## C. 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, marital status, or any other basis prohibited by law.
- 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.

#### D. GRIEVANCE AND COMPLAINTS

BROWARD COLLEGE 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.

#### E. 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.

#### F. 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. CSBD and BROWARD COLLEGE agree that references to the local onestop system shall utilize the CareerSource Broward logo developed by the State of Florida and the America's Job Center logo developed by the United States Department of Labor.

## G. LIABILITY

The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by

law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOU or any other contract.

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.

#### H. INSURANCE

The Parties are entitles subject to Section 768.28, Florida Statutes, and each party shall furnish the other, upon request, with written verification of liability protection in accordance with state law prior to final execution of this MOU.

#### I. 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.

#### J. 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, as all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

#### K. SIGNATURE IN COUNTERPARTS

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

### L. ACCEPTANCE OF FACSIMILE OR SCANNED SIGNATURES

This MOU shall be considered to be executed signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g., pdf, or tiff file extension name) as an attachment to electronic mail (email). Such facsimile or 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 action on the 1st day of December , and CAREERSOURCE BROWARD, signing by and through its President/QEO, duly authorized to execute same following Board Action on the 14 th day of December 2017.

#### AS TO: BROWARD COLLEGE

WITNESSED BY:

Elizabethe Bravin	L.S.
-2630037A8F3A4AD	
- DocuSigned by:	
kristina Ketana	L.S.

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA, by and through its BROWARD COLLEGE Administrator DocuSigned by:

BY:	Mildred Coyne	
(Sigr	atore) HOE IB TEAL	
Dr. N	Aildred Coyne	
Print	ed Name	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
TITL	E: Executive Director	DecuSigned by
DAT	E: 12/2/2017	042101200862+C8

AS TO: CAREERSOURCE BROWARD: WITNESSED B L.S. L.S.

L.S. L.S.

BY:

(Signature) John P. "Jack" Seiler TITLE: BWDB Chair DATE:

BY:

(Signature) Frank Ortis **TITLE: CSBD Chair** DATE:

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DocuSign Envelope ID: EA8FE0DE-3744-4CD2-8592-C15A9A9586BC

L.S. L.S.

BY: <u>Mason Jachrof</u> (Signature)

Mason C. Jackson TITLE: President/CEO DATE: 12/15/10

Approved as to form by the CareerSource Broward General Counsel 2610 West Dakland Park Boulevard Ft. Lauderdale, FL 33311

BY: Rochelle J. Daniels General Counsel DocuSign Envelope ID: EA8FE0DE-3744-4CD2-8592-C15A9A95868C

#### MEMORANDUM OF UNDERSTANDING

#### ATTACHMENT 1

#### Infrastructure Funding Agreement

CSBD and Broward College agree and understand that infrastructure costs are defined as nonpersonnel costs that are necessary for the general operation of the south one-stop Center. Non-personnel costs as defined by United States Department of Labor Training and Employment Guidance (TEGL) Letter 17-16 include, 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 American Job Center, including technology used for the center's planning and outreach activities.

The Parties to this MOU 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, whether they are physically located in the CSBD Career Center or not. Pursuant to 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 Guldance. 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)). This will be done through a web page in which Broward College will provide information about the services and ways in which to access those services. Broward College would approve and provide all logos and content information. CSBD will host the web page at a cost of \$215.49 per year.

By their signatures below, Broward College agrees to be responsible for the costs associated with its participation in the one-stop, which shall be paid by November 1<sup>st</sup> 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.

Mildred Coyne - Decessioned by: - Decession with the

12/2/2017

Date

Mildred Coyne

Printed Name and Title

Executive Director, Workforce Ed

DocuEigned by: In al 04210120006246.8

DocuSign Envelope ID: EA8FE0DE-3744-4CD2-8592-C15A9A9586BC

Broward College

Agency Name

Mildred Coyne, Executive Director

Agency Contact Information



HUMAN SERVICES DEPARTMENT FAMILY SUCCESS ADMINISTRATION DIVISION 900 N W 31st Avenue, Suite 3000 • Fort Lauderdale Florida 33311 • 954-357-6367 • FAX 954-357-8594

January 4, 2018

Rochelle Daniels, Asst County Attorney CareerSource Broward 2610 W. Oakland Park Blvd Fort Lauderdale, FL 33311

Re: Memorandum of Understanding WIOA One-Stop Partnership

Dear Ms. Daniels:

Enclosed please find one (1) fully executed original of the above-referenced MOU approved and executed for the County Administrator on December 29, 2017. This MOU is effective retroactive to October 1, 2017, and runs through June 30, 2020. We will make the first payment under the agreement upon receipt on an invoice.

If you have any questions about the information contained herein, please call me at 954-357-6401.

Sincerely,

2 A Dale NOn

Leland Dale Wilson Human Services Manager

Enclosure

### MEMORANDUM OF UNDERSTANDING

#### Between

#### CAREERSOURCE BROWARD

and

#### BROWARD COUNTY

#### For Cooperative Workforce Training and Employment Efforts

This Memorandum of Understanding ("MOU") is entered into by and between CareerSource Broward ("CAREERSOURCE BROWARD"), a governmental entity created pursuant to Section 163.02, Florida Statutes, and Broward County, a political subdivision of the State of Florida ("COUNTY"). CAREERSOURCE BROWARD and COUNTY 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 a MOU with each one-stop partner as described in the legislation.

CAREERSOURCE BROWARD serves as the administrative entity for both the BWDB and the Council of Elected Officials ("Council") in Workforce Development Area 22, which encompasses Broward County, Florida, and is authorized to enter into this MOU on behalf of the BWDB.

COUNTY is a one-stop partner identified in WIOA Section 121 as the grantee entity and provider under Community Services Block Grant Act (42 U.S.C. 9901 et seq.) of employment and training activities.

WIOA requires the BWDB to competitively select a one-stop operator, and CAREERSOURCE BROWARD has informed COUNTY that BWDB has selected Cardinal Human Capital, LLC, a Florida limited liability company, as the contracted onestop operator in Broward County which assists CAREERSOURCE BROWARD coordinating among the one-stop partners.

WIOA requires that each one-stop partner shall enter into a 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 set forth, CAREERSOURCE BROWARD and COUNTY agree as follows:

Broward & CareerSource Broward

# 1 PARTIES

The Parties to this MOU are CAREERSOURCE BROWARD and COUNTY. The Parties acknowledges that the recitals above are true and correct.

### 2. PURPOSE

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

- A. Provide access, including access for individuals with barriers to employment, to Adult Literacy and post-secondary Career and Technical Education program services through CAREERSOURCE BROWARD's One-Stop Career Centers which are a part of the America's Job Center network system.
- B. Develop a process for the referral of customers to each other when appropriate for the customer.
- 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.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Approve the infrastructure and operating costs as shown in Exhibit "A."

# 3. VISION

- A. WIOA envisions an integrated and coordinated workforce delivery system. To accomplish the intent in WIOA for the workforce development system, CAREERSOURCE BROWARD and COUNTY shall work together with all the WIOA's 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, CAREERSOURCE BROWARD and COUNTY shall:
  - Identify the customer's needs as the first priority with the focus on individualized and quality customer services.
  - b. Follow-through on cross-partner's referrals and customer's connections on a timely basis.
  - c. Commit to continuous learning about each other and the other partner's 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 ("Program Services") shall include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth services.
  - b. Referral of youth and adults to WIOA Title II Adult Education and Literacy.
  - c. WIOA Title III Wagner-Peyser.
  - d. WIOA Title IV Vocational Rehabilitation.
  - e. Referral to Carl Perkins Career Technical Education.
  - f. Title V Older Americans Act.
  - g. Veterans programs.
  - h Trade Adjustment Assistance Act.
  - i. Referral to Community Services Block Grant services.
  - j. Unemployment Compensation.
  - Temporary Assistance for Needy Families through the Welfare Transitions Program.
  - I. Supplemental Nutrition Act Program.
    - m. Referral to Youth Build.
- B. Access to Services. CAREERSOURCE BROWARD and COUNTY shall make their Program Services accessible through the OSDS by:
  - Exchanging participant's eligibility requirements for their workforce funding streams, identifying their program career services, and designating those services and activities which may be appropriate for integration into OSDS.

- b. Jointly developing and participating in front-line training of staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
- Coordinating outreach and recruitment through links on each other's websites where possible.
- C. Coordinating Services, CAREERSOURCE BROWARD and COUNTY shall coordinate and deliver Program Services (including workforce services) as appropriate through the OSDS by:
  - a. Seeking opportunities to share resources, reduce duplication of activities, streamline services for customers, and improve efficiency of frontline staff, with such optional business decisions as co-locating in a comprehensive or affiliate one-stop location site.
  - b. Working together on enhancing customers' 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 front line 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.
  - A. Cross Referral. CAREERSOURCE BROWARD and COUNTY 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 with the goal to align the policies, procedures, and processes to the extent allowed by each program's specific laws, regulations, and related grant agreements, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
    - Establishing a method for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.
  - B. Information Sharing. CAREERSOURCE BROWARD and COUNTY shall explore and identify mechanisms for sharing information about their common customers by approving a common release form to be executed by common customers, as approved by COUNTY's Contract Administrator (the Director of

the Family Success Administration Division), and CAREERSOURCE BROWARD's President.

- a. The Parties shall implement 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 and any related grant agreements.
- C. Accessibility. CAREERSOURCE BROWARD and COUNTY shall adopt 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

COUNTY and CAREERSOURCE BROWARD have mutually agreed to the sharing of the infrastructure costs and the operating costs as required by WIOA as stated in more detail on Exhibit "A" attached hereto, made a part hereof and incorporated herein by reference.

#### 6. TERM

This MOU shall commence on October 1, 2017 ("Effective Date"), and shall remain in full force and effect until June 30, 2020, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).

The continuation of the MOU beyond any fiscal year of the COUNTY is subject to the continuation of funding by COUNTY in accordance with Chapter 129, Florida Statutes, including funding related to potential sharing of COUNTY in operational costs and infrastructure costs.

### 7. AMENDMENTS

A. The MOU may be mutally negotiated and modified to reflect changes in the terms, conditions, or scope of work, subject to entry into a written amendment. COUNTY, through its County Administrator, may approve and execute any amendment to this MOU, including to extend the term or change the scope of services, but such authority does not extend to amendments that increase COUNTY's share of the infrastructure costs, operating costs, or funding obligations to more than the amount pre-approved by the COUNTY's Board of County Commissioners. All amendments are subject to the review by the Office of the County Attorney, prior to approval and execution by the County Administrator.

- B. Between ninety (90) and sixty (60) days prior to the expiration date of this MOU, the Parties shall review the MOU and negotiate any changes. The review shall include:
  - A collaborative evaluation of the effectiveness of operations pursuant to this MOU; and
  - b. Infrastructure cost sharing methodologies and operating costs.

### 8. TERMINATION

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES). County's Director of Family Success Administration Division and CAREERSOURCE BROWARD'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 agree to attempt to renegotiate a mutually acceptable replacement MOU.

# 9. NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, signed by the representative named below, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The Party providing the notice shall also furnish a copy of the notice by e-mail to the e-mail addresses below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For COUNTY:

Division Director Broward County's Family Success Administration Division 900 NW 31<sup>st</sup> Avenue, Suite 3100 Fort Lauderdale, FL 33311 E-mail: imartinez@broward.org Copy: nbeasley@broward.org

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For CAREERSOURCE BROWARD

President/CEO CareerSource Broward 2610 West Oakland Park Blvd. Fort Lauderdale, FL 33311 E-mail: MCJ@careersourcebroward.com Copy: rdaniels@careersourcebroward.com

### 10. NON DISCRIMINATION

- A. Each Party shall not discriminate harass, allow harassment against any one-stop applicant or customer on the basis of race, color, sex. religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, gender identity and expression, ancestry, veteran status, physical disability, mental disability, or medical condition(s).
- 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.
- C CAREERSOURCE BROWARD shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- D. Failure by CAREERSOURCE BROWARD to carry out any of the requirements of this section shall constitute a material breach of this MOU, which shall permit COUNTY to terminate this MOU (under Section 8, TERMINATION) or to exercise any other remedy provided by applicable law, all such remedies being cumulative.

# 11. GRIEVANCE AND COMPLAINTS

COUNTY and CAREERSOURCE BROWARD 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 AND LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

A. DISPUTE RESOLUTION

The Parties will attempt to resolve disputes concerning implementation of this MOU 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 (such as the Director of the COUNTY's Family Success Administration Division) and the one-stop operator selected by BWDB, for discussion and resolution.

#### B. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida, BY ENTERING INTO THIS AGREEMENT, CAREERSOURCE BROWARD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

### 13. COMMUNICATIONS

A. CAREERSOURCE BROWARD and COUNTY (through its Family Success Administration Division in coordination with its Office of Public Communications as necessary) 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 and media presentations will be determined by each Party's public relations policies. B. References to the local OSDS shall utilize CAREERSOURCE BROWARD's logo developed by the State of Florida and the America's Job Center logo developed by the United States Department of Labor as authorized in the WIOA

### 14. GOVERNMENTAL IMMUNITY

The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOU or any other contract.

### 15. INSURANCE

The Parties are public entities subject to Section 768.28, Florida Statutes, and each Party shall furnish the other, upon request, with written verification of liability protection in accordance with state law prior to final execution of this MOU.

Each Party shall maintain such insurance as is appropriate to its own organization. Each Party shall conduct itself in accordance with the tenets (principles) of good faith in the execution of their responsibilities.

#### 16. AGENCY OR EMPLOYMENT RELATIONSHIP

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. Subject to Florida's laws, each Party is responsible for the actions or omissions of its representatives, employees, and instructors with regard to all aspects of this MOU.

### 17. COMPLIANCE WITH LAWS

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

# 18. SIGNATURE IN COUNTERPARTS

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

### 19. 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 electronic mail (e-mail). Such scanned signature shall be treated in all respects as having the same effect as an original signature.

### 20. PUBLIC RECORDS

COUNTY and CAREERSOURCE BROWARD are public agencies subject to Chapter 119, Florida Statutes. Each Party (as a separate public entity) is responsible for directly responding to each request it receives for records made or received by each Party in conjunction with this Agreement and shall provide the applicable public records in response to such request. In addition, CAREERSOURCE BROWARD shall notify COUNTY of the receipt and content of such request by sending an e-mail to destevens@broward.org (with a copy to lwilson@broward.org) within one (1) business day from receipt of such request. Likewise, COUNTY shall notify CAREERSOURCE BROWARD of the receipt and content of such request by sending an e-mail to aevancho@careersourcebroward.com (with CODY rdaniels@ а to careersourcebroward.com) within one (1) business day from receipt of such request.

To the extent CAREERSOURCE BROWARD is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CAREERSOURCE BROWARD shall:

- Keep and maintain public records required by COUNTY to perform the services under this MOU;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this MOU and following completion or termination of this MOU if the records are not transferred to COUNTY; and
- d. Upon completion or termination of this MOU, transfer to COUNTY, at no cost, all public records in possession of CAREERSOURCE BROWARD or keep and maintain public records required by COUNTY to perform the services. If

Broward & CareerSource Broward

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CAREERSOURCE BROWARD transfers the records to COUNTY, CAREERSOURCE BROWARD shall destroy any duplicate public records that are exempt or confidential and exempt. If CAREERSOURCE BROWARD keeps and maintains public records, CAREERSOURCE BROWARD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of CAREERSOURCE BROWARD to comply with the provisions of this section shall constitute a material breach of this MOU entitling COUNTY to exercise any remedy provided in this MOU or under applicable law.

A request for public records regarding this MOU must be made directly to COUNTY, who will be responsible for responding to any such public records requests. CAREERSOURCE BROWARD will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that CAREERSOURCE BROWARD contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CAREERSOURCE BROWARD must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by CAREERSOURCE BROWARD as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CAREERSOURCE BROWARD. Subject to Florida's laws, CAREERSOURCE BROWARD shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

### 21. INDEPENDENT CONTRACTOR

Broward & CareerSource Broward

CAREERSOURCE BROWARD is an independent contractor under this MOU. In providing services under this MOU, neither CAREERSOURCE BROWARD nor its agents shall act as officers, employees, or agents of COUNTY. CAREERSOURCE BROWARD shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this MOU.

#### 22. USE OF COUNTY LOGO

Except as specifically authorized in the MOU (including the IFA exhibit), CAREERSOURCE BROWARD shall not use COUNTY's name, logo, or otherwise refer to this MOU in any marketing or publicity materials without the prior written consent of COUNTY, through its Director of Family Success Administration Division in conjunction with the County's Office of Public Communications as necessary.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding for Cooperative Workforce Training and Employment Efforts: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on the 12th day of December, 20 17, under Agenda Item # 18 , and CAREERSOURCE BROWARD, signing by and through its President/CEO, duly authorized to execute same.

### AS TO COUNTY

WITNESSES:

Signature above

MATTHEW EATON

Print Name above

Signature above JODI GARDNER BROWARD COUNTY, through its County Administrator

(Signature) Bertha Henry County Administrator

29th day of December, 2017.

Print Name above

Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641

2-28-17 By:

Andrea S. Froome (Date) Senior Assistant County Attorney

CREATED 0 1915 6 1915 6 1915 MOU By: Sharon V. Thorsen Senior Assistant County Attorney Page 13

Insurance requirements approved by Broward County Risk Management Division:

Name:

Title:

ASF:dp 12/07/17 2017-12-07 CareerSource MOU CSBG WIOA #17-068 01

Broward & CareerSource Broward

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

AS TO CAREERSOURCE BROWARD

WITNESSES

Signature

Canol Print/Type Name above

Signatur

Print/Type Name above

WITNESSES:

Signature

Conol Hy HON Print/Type Name above

Signature

Print/Type Name above

By: (Signature)

John P. Seiler a/k/a John P. "Jack" Seiler Title: BWDB Chair Date: 12-14-17

By

(Signature) Frank Ortis Title: CareerSource Broward Chair Date: 12-14-17

WITNESSES: Signatur Print/Ty above

Arcas Print/Type Name above

By: \_\_\_\_ Alaren (adan)

Approved as to form by the CareerSource Broward

General Counsel 2610 West Oakland Park Boulevard Ft. Laudergele, FL 33311

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 the sharing of infrastructure costs and operating costs for the applicable One Stop Center.

COUNTY and CAREERSOURCE BROWARD 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 CAREERSOURCE BROWARD's Career Center. Pursuant to United States Department of Labor Training and Employment Guidance Letter 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 in Broward County, Florida. 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 American Job Center, including technology used for the center's planning and outreach activities.

COUNTY 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)).

COUNTY (through its Family Success Administration Division in conjunction with its Office of Public Communication) will provide all art, logos, and content to submit to CAREERSOURCE BROWARD for publication within the time provided by CAREERSOURCE BROWARD.

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, COUNTY will pay CAREERSOURCE BROWARD 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) October 1, 2017, through June 30, 2018, payable by January 31, 2018.

Broward & CareerSource Broward

Page 16

# Exhibit A Infrastructure Funding Agreement (Continued – Page 2 of 2)

(2) July 1, 2018 through June 30, 2019, payable by October 31, 2018.

(3) July 1, 2019 through June 30, 2020, payable by October 31, 2019.

COUNTY 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 (AMENDMENTS).

(The remainder of this page is intentionally left blank.)

### MEMORANDUM OF UNDERSTANDING

#### Between

#### CAREERSOURCE BROWARD

#### And

#### **OPPORTUNITIES INDUSTRIALIZATION CENTERS OF SOUTH FLORIDA**

This Memorandum of Understanding is entered into by and between CareerSource Broward (hereinafter CSBD) as the administrative entity for CSBD Council of Elected Officials (hereinafter Council) and for the Broward Workforce Development Board, Inc. (hereinafter "BWDB") AND Opportunities Industrialization Centers, Inc. 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 (hereinafter "WIOA") as a result of their grantee status through the award of YouthBuild and Second Chance program grants.

#### WITNESETH 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, OIC is a one-stop partner identified in WIOA Sec. 121 because they are YouthBuild and Second Chance grantees; 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 OIC agree as follows:

### 1. PARTIES

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

# 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 YouthBuild, YouthBuild Transfer Act of 2006, 29 USC 2918a and Second Chance Act of 2007, P.L. 110-199, 42 USC 17501 April 9, 2008, grant programs.
- B. Develop a process for the referral of customers to each other as 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. During the period between execution of this MOU and January 2018, 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 OIC 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 OIC agree to:
  - 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.

### 4. ONE STOP SYSTEM SERVICES

- A. Services provided through the One-Stop delivery system. Services provided through the one-stop system include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth services.
  - b. Referral of youth and adults to WIOA Title II Adult Education and Literacy.
  - c. WIOA Title III Wagner-Peyser.
  - d. WIOA Title IV Vocational Rehabilitation.
  - e. Referral to Carl Perkins Career Technical Education.
  - f. Title V Older Americans Act.
  - g. Veterans Programs.
  - h. Trade Adjustment Assistance Act.
  - I. Referral to Community Services Block Grant services.
  - J. Unemployment Compensation.
  - Temporary Assistance for Needy Families through the Welfare Transitions Program.
  - I. Supplemental Nutrition Act Program.
  - m. Referral to Youth Build.

- n. Referral to Second Chance Programs.
- 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 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 or 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 and using technology to provide a direct link to a program staff member who can provide meaningful information on each partner's services.
- C. Coordinating Services. CSBD and OIC 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 as appropriate to each partner's funding stream.
  - b. Working together on enhancing employer engagement to build a demand-driven system.
  - c. Committing to continuous improvement through the coordination of staff training to provide front line staff with information and knowledge regarding each other's services.
  - d. Agreeing to 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.

- D. Cross Referral. CSBD and OIC agree to consider policies and procedures which would encourage the referral of customers to each other as appropriate by:
  - Reviewing their individual program policies, procedures and processes to better serve customers through cross referral.
  - b. Establishing a method 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 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.
- F. Accessibility. CSBD and OIC agree to adopt policies and processes to serve individuals with barriers including consideration of technological tools for individuals with disabilities.

# 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. CSBD and OIC agree to meet prior to January 2018 to identify the costs associated with the mutual provision of access and to record the infrastructure and operational contribution to the CSBD one-stop system.

F.IRJDIVUIMOU Page 5 D. 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 the date of execution by each of the parties and shall remain in full force and effect until June 30<sup>th</sup>, 2020, unless the MOU is terminated by either party in accordance with the terms set forth below.

# 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 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 governing by WIOA, the parties agree to renegotiate this MOU.

FIRJDIVUMOU Page 6

# 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 2550 West Oakland Park Boulevard, Fort Lauderdale, FL 33311, 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 Opportunities Industrialization Centers, Inc. of South Florida, President/CEO, at its office located at 3407 NW 9<sup>th</sup> Avenue, Suite 100 Fort Lauderdale, FL 33309.
- C. All notices shall be in writing, and may include email notification.

# 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 agree 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

CSBD and OIC agree that references to the local one-stop system shall utilize the CareerSource Broward logo developed by the State of Florida and the America's Job Center logo developed by the United States Department of Labor.

### 14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, CSBD 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, 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, as 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 FACSIMILE OR SCANNED SIGNATURES

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

**IN WITNESS THEREOF,** the parties hereto have made and executed this document on the respective dates under each signature: Opportunities Industrialization Centers, Inc. of South Florida through its <u>EXECUTIVE</u> (Board, Commission, Executive, as applicable) signing by and through its <u>PRESIDENT/CEO</u> (Title of Signatory) following <u>EXECUTIVE</u> (Board, Commission, Executive) action on the 14<sup>TH</sup> day of NOVEMBER, 2017, and CareerSource Broward signing by and through its President/CEO, following Board Action on the 14th day of December, 2017.

AS TO OPPORTUNITIES INDUSTRIALIZATION CENTERS OF SOUTH

WITNESSED B L.S. L.S.

AS TO: CAREERSOURCE BROWARD:

L.S. L.S.

L.S. L.S.

BY:

(Signature) John P. "Jack" Seiler TITLE: BWDB Chair DATE: ()-(4-/)

BY:

(Signature) Frank Ortis TITLE: CSBD Chair DATE: (み・(イ・()

L.S.

BY:

L.S.

(Signature) Mason C. Jackson

TITLE: President/CEO DATE:

Approved as to form by the CareerSource Broward General Counsel 2610 West Oakland Park Boulevard Ft. Lauderdale FD 33311 BY: Rochelle J. Daniels General Counsel

### MEMORANDUM OF UNDERSTANDING

# ATTACHMENT 1

#### Infrastructure Funding Agreement

CSBD and OIC of South Florida agree and understand that infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south one-stop Center. Non-personnel costs as defined by United States Department of Labor Training and Employment Guidance (TEGL) Letter 17-16 include, 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 American Job Center, including technology used for the center's planning and outreach activities.

The Parties to this MOU and 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, whether they are physically located in the CSBD Career Center or not. Pursuant to 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. 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.

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 November 1<sup>st</sup> of each year, until a 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

Signature

NEWTON SANON, PRESIDENT/CEO

Printed Name and Title

Date

OIC OF SOUTH FLORIDA

Agency Name

# 3407 NW 9TH AVE, SUIT 100, OAKLAND PARK, FL 33309

Agency Contact Information

## MEMORANDUM OF UNDERSTANDING

#### Between

#### CAREERSOURCE BROWARD

#### And

#### OPPORTUNITIES INDUSTRIALIZATION CENTERS OF SOUTH FLORIDA

This Memorandum of Understanding is entered into by and between CareerSource Broward (hereinafter CSBD) as the administrative entity for CSBD Council of Elected Officials (hereinafter Council) and for the Broward Workforce Development Board, Inc. (hereinafter "BWDB") AND Opportunities Industrialization Centers, Inc. 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 (hereinafter "WIOA") as a result of their grantee status through the award of YouthBuild and Second Chance program grants.

#### WITNESETH 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, OIC is a one-stop partner identified in WIOA Sec. 121 because they are YouthBuild and Second Chance grantees; 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 OIC agree as follows:

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

## 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 YouthBuild, YouthBuild Transfer Act of 2006, 29 USC 2918a and Second Chance Act of 2007, P.L. 110-199, 42 USC 17501 April 9, 2008, grant programs.
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- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. During the period between execution of this MOU and January 2018, 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 OIC 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.
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  - f. Title V Older Americans Act.
  - g. Veterans Programs.
  - h. Trade Adjustment Assistance Act.
  - i. Referral to Community Services Block Grant services.
  - j. Unemployment Compensation.
  - k. Temporary Assistance for Needy Families through the Welfare Transitions Program.
  - I. Supplemental Nutrition Act Program.
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- Referral to Second Chance Programs.
- 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 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.
  - Jointly developing front line training to assure an understanding or the activities, support services and constraints applicable to joint partner workforce funding streams.
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- C. Coordinating Services. CSBD and OIC agree to coordinate and deliver workforce services as appropriate through the one-stop system by:
  - Seeking opportunities to share resources and reduce duplication of activities as appropriate to each partner's funding stream.
  - b. Working together on enhancing employer engagement to build a demand-driven system.
  - c. Committing to continuous improvement through the coordination of staff training to provide front line staff with information and knowledge regarding each other's services.
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  - Reviewing their individual program policies, procedures and processes to better serve customers through cross referral.
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- 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. CSBD and OIC agree to meet prior to January 2018 to identify the costs associated with the mutual provision of access and to record the infrastructure and operational contribution to the CSBD one-stop system

D. 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 the date of execution by each of the parties and shall remain in full force and effect until June 30<sup>th</sup>, 2020, unless the MOU is terminated by either party in accordance with the terms set forth below.

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- 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 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 governing 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 2550 West Oakland Park Boulevard, Fort Lauderdale, FL 33311, 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 Opportunities Industrialization Centers, Inc. of South Florida, President/CEO, at its office located at 3407 NW 9<sup>th</sup> Avenue, Suite 100 Fort Lauderdale, FL 33309.
- C. All notices shall be in writing, and may include email notification.

#### 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 agree 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

CSBD and OIC agree that references to the local one-stop system shall utilize the CareerSource Broward logo developed by the State of Florida and the America's Job Center logo developed by the United States Department of Labor.

## 14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, CSBD 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, 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, as 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 FACSIMILE OR SCANNED SIGNATURES

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

F:IRJDIVUIMOU Page 9 **IN WITNESS THEREOF,** the parties hereto have made and executed this document on the respective dates under each signature: Opportunities Industrialization Centers, Inc. of South Florida through its <u>EXECUTIVE</u> (Board, Commission, Executive, as applicable) signing by and through its <u>PRESIDENT/CEO</u> (Title of Signatory) following <u>EXECUTIVE</u> (Board, Commission, Executive) action on the 14<sup>TH</sup> day of NOVEMBER, 2017, and CareerSource Broward signing by and through its President/CEO, following Board Action on the 14th day of December, 2017.

AS TO OPPORTUNITIES INDUSTRIALIZATION CENTERS OF SOUTH

WITNESSED BY: L.S. L.S.

AS TO: CAREERSOURCE BROWARD:

WITNESSED BY: lle L.S. L.S.

L.S. L.S.

L.S.

F:\RJD\VU\MOU Page 10

BY:

(Signature) John P. "Jack" Seiler TITLE: BWDB Chair DATE:

BYIN

(Signature) Frank Ortis TITLE: CSBD Chair DATE:

7.14.1 BY:

S.

(Signature) Mason C. Jackson

TITLE: President/CEO DATE: \_\_\_\_\_///////

Approved as to form by the CareerSource Broward General Counsel 2610 West Oakland Park Boulevard Ft. Lauderdale, FL 33311 BY Rochelle J. Daniels General Counsel

FARJDIVUMOU Page 11

## MEMORANDUM OF UNDERSTANDING

#### ATTACHMENT 1

#### Infrastructure Funding Agreement

CSBD and OIC of South Florida agree and understand that infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south one-stop Center. Non-personnel costs as defined by United States Department of Labor Training and Employment Guidance (TEGL) Letter 17-16 include, 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 American Job Center, including technology used for the center's planning and outreach activities.

The Parties to this MOU and 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, whether they are physically located in the CSBD Career Center or not. Pursuant to 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. 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.

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 November 1<sup>st</sup> of each year, until a 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

Dale

Signature

NEWTON SANON, PRESIDENT/CEO

Printed Name and Title

OIC OF SOUTH FLORIDA

Agency Name

# 3407 NW 9TH AVE, SUIT 100, OAKLAND PARK, FL 33309

Agency Contact Information



Tim Ryan Commissioner Board of County Commissioners Chair CareerSource Broward Council of Elected Officials

Josh Levy Mayor, City of Hollywood Vice Chair CareerSource Broward Council of Elected Officials

John P. (Jack) Seiler Mayor, City of Fort Lauderdale Chair Pro Tem CareerSource Broward Council of Elected Officials

Frank Ortis Mayor, City of Pembroke Pines Chair Broward Workforce Development Board, Inc.

Mason C. Jackson President/CEO CareerSource Broward January 10, 2018

Christy L. Bradford Curriculum Supervisor Career, Technical, Adult, and Community Education Atlantic Technical College Arthur Ashe, Jr. Campus 1701 NW 23rd Avenue Ft. Lauderdale, Florida 33311

RE: MOU between CSBD and SBBC 2017 - 2020

Dear Ms. Bradford,

Enclosed please find an executed copy of the above-referenced Agreement.

Please return an executed copy of the Agreement to the CSBD Legal Department at:

CareerSource Broward Administrative Office 2610 West Oakland Park Boulevard Oakland Park, FL 33311 Attn: Legal

Please contact the CSBD Legal Department if you have any questions at 954-677-5555, Ext. 1809.

Si ours RON

Rochelle J. Daniels General Counsel

RJD/hw

Attachment



CareerSource Broward Administrative Office 2610 West Dalland Park Boulevard Dakland Park, F1 3331) P. 954,202.3830 | F. 954.497.1588



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2. Construction of the second structure of the seco

#### MEMORANDUM OF UNDERSTANDING

#### Between

#### CAREERSOURCE BROWARD

#### And

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 School Board of Broward County, a body politic, and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (hereinafter "WIOA").

#### WITNESETH 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 onestop 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, The School Board of Broward County, 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.); 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 the School Boatd of Broward County agree as follows:

## 1. PARTIES

The parties to this Memorandum of Understanding (hereinafter "MOU") are CSBD and The School Board of Broward County.

## 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 is a part of the American job Center network system, 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. During the period between execution of this MOU and January 2018, 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 The School Board of Broward County agree to 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 The School Board of Broward County agree to:
  - 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
- 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

## ONE STOP SYSTEM SERVICES

- A. Services provided through the One-Stop delivery system. Services provided through the one-stop system include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth services
  - b. Referral of youth and adults to WIOA Title II Adult Education and Literacy
  - c. WIOA Title III Wagner-Peyser
  - d. WIOA Title IV Vocational Rehabilitation
  - e. Referral to Carl Perkins Career Technical Education
  - f. Title V Older Americans Act
  - g. Veterans programs
  - h. Trade Adjustment Assistance Act
  - i. Referral to Community Services Block Grant services
  - j. Unemployment Compensation
  - Temporary Assistance for Needy Families through the Welfare Transitions Program
  - I. Supplemental Nutrition Act Program
  - m. Referral to Youth Build
  - n. Referral to Second Chance programs

- B. Access to Services. CSBD and The School Board of Broward County 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 and participating in front line training of staff to assure an understanding or the activities, support services and constraints applicable to joint partner workforce funding streams.
  - Coordinating outreach and recruitment through links on each other's websites where possible.
- C. Coordinating Services. CSBD and The School Board of Broward County 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.
  - Working together on enhancing employer engagement to build a demanddriven system, improve business services, and to match participants with work-based learning opportunities.
  - c. CSBD and The School Board of Broward County agree to commit to continuous improvement through the coordination of staff training to provide front line staff with information and knowledge regarding each other's services.
  - d. CSBD and The School Board of Broward County agree to 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
- D. Cross Referral. CSBD and The School Board of Broward County

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 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. Establishing a method for follow-up and reporting to each other on the services provided to the customer and the outcomes attained.
- E. Information Sharing. CSBD and The School Board of Broward County agree to explore and identify mechanisms for sharing aggregate data, to the extent permitted by law, 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.
- F. Accessibility. CSBD and The School Board of Broward County agree to adopt 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 and affiliate locations.

## 5. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

- A. CSBD and The School Board of Broward County commitment contributing to the infrastructure costs of the one-stop system in the local workforce area.
- B. CSBD and The School Board of Broward County agree contribute to the operating costs. proportionate use and an agreed upon methodology.
- C. CSBD and The School Board of Broward County agree to address infrastructure and operating costs prior to January 2018.
- D. 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 the date of execution by each of the parties and shall remain in full force and effect until June 30<sup>th</sup>, 2020, unless the MOU is terminated by either party in accordance with the terms set forth below.

## 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 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 governing 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 2660 Oakland Park Boulevard, Fort Lauderdale, FL 33301, addressed to the CSBD President/CEO.
- B. All notices required to be given to The School Board of Broward County under this MOU shall be sufficient when hand delivered or mailed to the The School Board of Broward County 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 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 School Board of Broward County 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 The School Board of Broward County 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 The School Board of Broward County agree that references to the local one-stop system shall utilize the CareerSource Broward logo developed by the State of Florida and the America's Job Center logo developed by the United States Department of Labor.

#### 14. INDEMNIFICATION

As an agency defined in Chapter 768.28 Florida Statutes, The School Board of Broward County 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 The School Board of Broward County 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, 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, as 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 FACSIMILE OR SCANNED SIGNATURES

This MOU shall be considered to be executed signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g., pdf, or tiff file extension name) as an attachment to electronic mail (email). Such facsimile or 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 authorized to execute same by Broward School's Superintendent action on the 14th day of December, 2017 and CAREERSOURCE BROWARD, signing by and through its Chief Elected Officials, CSBD Chair and CSBD President/CEO, duly authorized to execute same following Board Action on the 14<sup>th</sup> day of December, 2017.

## AS TO: CAREERSOURCE BROWARD:

WITNES L.S. L.S.

L.S. L.S.

L.S. L.S.

BY:

(Signature) Jack Seiler TITLE: BWDB Chair DATE: 12.1

BY: (Signature) Frank Ortis TITLE: CSBD Chair

(7.14.1

DATE:

BY: Mann itan (Signature) Mason C. Jackson TITLE: President/CEO

DATE: 12/18/10

Approved as to form by the CareerSource Broward General Counsel 2610 West Oakland Park Boulevard Ft. Laudergale, FL 33311 BY: Rophelle J. Daniels General Counsel Page 9

## FOR SBBC

WITNESSED BY: huggeright h p b 0 By

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

MAL Office of the General Council

Page 10

#### MEMORANDUM OF UNDERSTANDING

#### ATTACHMENT A

#### Infrastructure Funding Agreement

CSBD and The School Board of Broward County agree and understand that infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south one-stop Center. Non-personnel costs as defined by United States Department of Labor Training and Employment Guidance (TEGL) Letter 17-16 include, 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 American Job Center, including technology used for the center's planning and outreach activities.

The Parties to this MOU and 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, whether they are physically located in the CSBD Career Center or not. Pursuant to 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. The School Board of Broward County has chosen to utilize technology to facilitate access to the one-stop canter, 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 will provide all art, logos and content to submit to CSBD for publication. This cost is valued at \$215.49 per year.

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.

I have the legal authority to bind my agency:

Mann clausel

Signature for CareerSource Broward

Printed Name and Title for CareerSource Browa

Signature of Superintendent Robert W. Runcie

12/18/13 Date

12-18-17 Date

# EXHIBIT D

**Procurement Policy** 



## OFFICIAL POLICY DOCUMENT

Department: Finance	Policy Number:	301 Revises: Policy #301 (12/19/14)
Policy Name: Purchasing	Procedures	Date Effective: October 1, 2015
Affects: WIOA 🖾 WTP 🖄	WP 🖂	Workforce Services Plan: Yes 🛛 No 🗌
Approved by: Mann gackery President/CEO		2 10/1/15
		Date

## PURPOSE

To ensure the purchase of goods and services is conducted in an open manner resulting in competitive pricing, proper management and oversight controls to ensure fiscal accountability, efficiency, prevent waste, fraud and abuse.

## II. APPLICATION

This policy applies to all CareerSource Broward (CSBD) purchases as well as that of its subrecipients. Sub-recipient requirements are stipulated in their contracts.

#### III. POLICY

It shall be CSBD's policy to competitively procure all goods and services. The extent of competition will be consistent with the dollar amount but, in general, procurements will be conducted in an open manner, available to the public for response and all procurement decisions will be documented. In general, except for small business purchases, a minimum of three responses shall be required in order to make a purchase. If three responses are not received, and there is sufficient time before the good or service is needed, another attempt will be made to secure the additional responses. A response saying "no bid" will be considered a response for purposes of receiving three bids. After a public solicitation if only one bid is received, it will be qualified in accordance with the rules governing sole source purchases and a price or cost analysis.

Procurements necessary for the day-to-day operation of CSBD and the one-stop career centers, shall be approved by the CSBD President/CEO or his/her designee as described herein. The CSBD President/CEO is authorized to approve contracts for on-the-job training, work experience, customized training and employed/incumbent worker training up to the amount of \$50,000.00, except for those involving Board members, which must go back for a 2/3 vote of the Board. Incumbent worker training and employed worker training in excess of \$50,000.00 shall be approved by the CSBD governing boards.

Procurements necessary to implement all other grant programs and services shall be presented to the CSBD governing boards for approval as described below.

These policies and procedures shall also apply to all CSBD sub-recipients purchasing goods and services with funds awarded by CSBD, unless they are a governmental unit subject to their own procurement guidelines or the sub-recipient has submitted their procurement guidelines to CSBD for approval.

CSBD shall take necessary affirmative steps to assure that minority businesses and women's business enterprises are used when possible.

## IV. DEFINITIONS

<u>Aggregate</u> - The total number of units of a good or a service that will be needed over the course of a program year. Breaking down an aggregate purchase into smaller units, which fall below the threshold for a bid, is prohibited.

<u>Award</u> - Notice to a bidding contractor of the acceptance of the submitted bid, Request for Proposal (RFP), ITN or RFQ.

Bid - A response to a formal invitation to submit a price for a good or a service.

Credit Card - A reference to the CSBD corporate credit card.

<u>Outreach/Informational items</u> – A purchase for distribution to job seekers and employers as a way to reinforce the program outreach.

Price Comparison - The collection of prices for the same or similar good or service.

Proposal - A response to an RFP.

<u>Purchase Requisition/Order</u> - Is an authorization for the Finance Department to purchase or, if required, procure the good or service requested. It originates with the individual or department requesting the good or service. It must be approved by the department's appropriate approving authority. It should contain a description and quantity of the goods or services to be purchased and the specific reason for the request. The purchase requisition should not be changed by the finance department without obtaining documented approval from the originating department. Sending a PO to a supplier constitutes a legal offer to buy a product or service. The purchase order is a contract between the seller and buyer that details pricing, delivery and the products or merchandise.

Request for Proposal (RFP) - A publicly solicited request listing the technical requirements and specifications that must be met, along with the criteria that will be used to evaluate the proposal. Also referred to as an Invitation to Negotiate (ITN) or Request for Quotations (RFQ). <u>Specifications</u> - A clear and accurate description of the goods and services to be purchased, including the technical requirements, quantities, and all requirements that must be fulfilled to secure the award.

Solicitation - A publicly advertised, "Request for Proposals" or a "Request for Bids."

<u>Sole Source</u> - Goods or services, which are procured from one source without competitive procurement, or where there is a public procurement but only one bid is received.

## V. PROCEDURE

CSBD shall adhere to procurement standards to ensure fiscal accountability, efficiency, prevent fraud, waste, and abuse. All procurements will have enough explanation so that anyone monitoring the file will clearly see what we bid, purpose, cost, and the justification.

## A. THE PROCUREMENT of GOODS and SERVICES

- All purchases of goods and services, other than those described herein, shall be initiated with a purchase requisition following an acceptable method of procurement as described in paragraph V. A. 3. below. The department initiating the purchase must provide an estimate of the total number of units of a good or a service that will be needed over the course of a program year. Breaking down an aggregate purchase into smaller units, which fall below the threshold for a bid, is prohibited. Purchase requisitions must be authorized by the appropriate approving authority.
  - a) Purchase requisitions for office supplies and furniture shall be submitted for approval by the designated individual for the department requesting the item and then shall be forwarded to the Administrative Coordinator/Purchasing Agent in the Finance Department for purchase in accordance with an acceptable method of procurement as described in paragraph V. A. 3.
  - b) Purchase requisitions for copy machines, toner, hardware, software, fax machines and other technology-based items shall be submitted for approval by the designated individual for the department requesting the item and then shall be forwarded to the Vice President of Information Technology for purchase in accordance with an acceptable method of procurement as described in paragraph V. A. 3.
  - c) Purchase requisitions for all other goods or services, which do not exceed \$4,999.99, shall be submitted to the departmental Vice President for approval by the designated individual requesting the item and, upon the approval, may be purchased in accordance with an acceptable method of procurement as described in paragraph V. A. 3.
  - d) Credit card purchases made by the President/CEO or Department Vice Presidents up to the limit of their Credit Card require a purchase requisition and

must be made and documented in accordance with an acceptable method of procurement as described in paragraph V. A. 3.

- e) Exception Credit card purchases made by the President/CEO or a department Vice President for travel or while on travel status do not require a purchase requisition.
- f) Exception Parking fees and tolls incurred in-county or during out-of-county travel for business meetings do not require a purchase requisition.
- g) Exception Purchases for seminars and airfare and other travel related costs are approved through a Travel Request Form.
- h) Purchase requisitions for all other goods or services that exceed \$4,999.99 shall be submitted to the departmental Vice President for approval and forwarded to the President/CEO or Executive Vice President for approval. Upon Executive Department approval, the goods or services may be purchased in accordance with an acceptable method of procurement as described in paragraph V.A.3.
- All Purchase Requisitions need to include the funding stream(s) to be charged for the good or service, the fund/account number and, if applicable, the state contract number and expiration date. This also applies to purchases which will be cost allocated within or among funding streams. (This may be obtained from the Finance Department).
- j) The approving authority for items in excess of a credit card limit requested by the department Vice Presidents shall be the Executive Vice President.
- 2. Ordering and Receipt of Purchased Goods and Services
  - a) An employee other than the employee who requested the good or service must receive the goods and services to verify the proper count, as well as sign and date the packing slip.
  - b) Discrepancies in ordered merchandise (short delivery/returned items) must be recorded on the packing slip and forwarded to the Administrative Coordinator/Purchasing Agent for follow-up with the vendor.
  - c) The Administrative Coordinator/Purchasing Agent shall compare the goods and services received (description, unit price, quantity) to the purchase requisition using the packing slip.
  - d) Copies of the purchase requisitions, purchase orders, and packing slips must be compared by the Finance Department to ensure that duplicate invoices are not paid.

- e) Vendor statements shall be analyzed monthly to ensure that all credits have been recorded by CSBD and the vendor.
- Goods and/or services necessary for the conduct of the agency's business and to implement and operate programs shall be procured using one of the following acceptable methods of procurement provided for under 2 CFR 200.318, .319, .320 and .323.
  - a) NONCOMPETITIVE PROPOSAL/SOLE SOURCE May be used when the award of the contract under competitive negotiation or small purchase procedures is not feasible.
    - In general, purchases shall be awarded under noncompetitive negotiations only when it is appropriate, necessary, and in the best interests of CSBD.
    - ii. Circumstances under which a contract may be awarded by noncompetitive negotiations are limited to the following: (1) The goods and services to be procured are available from a single source only. (2) Public exigency or emergency when the urgency for the requirements will not permit a delay incident to competitive solicitation (3) After the solicitation of a number of sources, competition is determined to be inadequate (4) The awardee is a local educational agency, which is defined as public elementary, secondary, or vocational schools, the Community College and the State University System (5) For the purchases of utilities (6) Purchases made from another governmental unit in accordance with the Florida Statutes, which provides for the purchases of such purchases without the necessity of procurement. (7) For On-the-Job-Training contracts, (8) For the placement of advertisements in the two newspapers of general circulation in Broward County, Florida.
    - iii. A failure to properly plan for procurement is not an emergency under these rules.
    - iv. In the event of an emergency or exigency, a competitive procurement must be initiated within two years of the purchase or procurement. In other instances where sole source procurement was the method of decision making for a purchase, an attempt to solicit the goods or services through a competitive procurement must be initiated within three years.
    - v. Sole source procurements require a cost or price analysis.
  - b) MICRO PURCHASE relate to the procurement of goods and services, for which the aggregate cost does not exceed \$3,000. Micro purchases may be awarded without soliciting competitive quotations if CSBD considers the price to be reasonable. To the extent practicable, the micro-purchases will be distributed equitably among qualified suppliers.

## SMALL BUSINESS PURCHASES -

- i. Purchases that exceed \$3,000.00 up to \$150,000 shall require price or rate quotations from at least two qualified sources. The written quotes of the item shall be documented and attached to the purchase requisition or the procurement file for that item as appropriate. The quotes will be valid for two (2) years. If there is no price change another quote for the same item will not be necessary for two (2) years. If the lowest priced item is not purchased, there shall be a written justification included in procurement file.
- c) BIDS AND FORMAL REQUESTS FOR PROPOSALS Purchases of \$150,000 and above shall be publicly advertised and a formal request for bids, proposals, or quotations shall be issued. Where the goods or services are for the purpose of implementing grant activities, and not for the day-to-day operations of the agency, except as provided herein for On-the-Job Training and Employed/Incumbent Worker Training, the decision to let an RFP or a bid, along with the elements of that RFP/bid shall be presented to the CSBD governing boards, which are the CareerSource Broward Council of Elected Officials and the Broward WorkForce Development Board, Inc., for their approval. In such instances, it is the CSBD governing boards that make the final procurement decision.
  - Previous proposers as well as entities, which have asked to be included on the CSBD proposer/bid list for various types of goods and services, shall be notified that CSBD is seeking service providers.
  - ii. Legal notices will be posted on the CSBD website and shall appear in at least one newspaper, of general circulation, and the *Daily Business Review* or *Westside Gazette*, for three (3) consecutive days whenever a formal bid/proposal is released. Potential bidders will be given at least ten (10) working days to respond to the advertisement, if time permits.
  - iii. CSBD will accept proposals based upon the terms and conditions of the RFP.
  - Proposals/bids submitted are received by CSBD staff and stamped with date and time of receipt.
  - v. Proposal/bid evaluation criteria are published with the RFP or bid. The rating criteria include, but are not limited to, the following elements:
    - aa. Proposer's financial capability. Proposer's books and records are kept in accordance with generally accepted accounting principles.
    - bb. Reasonableness of the cost.
    - cc. Proposer's ability to meet performance goals.

- dd. Proposer's record of past performance in the delivery of goods or services.
- ee. Proposer's experience.
- vi. CSBD may conduct pre-award surveys where indicated.
- vii. RFPs and bids shall be reviewed by staff for responsiveness. Nonresponsive proposers are notified in accordance with the RFP or bid.
- viii. The President/CEO shall assemble review committees to rate and rank proposals and bids. Generally, review committees consist of board members who volunteer to serve in that capacity. They may, on occasion, consist of members of the community with a special applicable expertise.
- Proposals to serve Youth must be presented to the Youth Committee, which shall make recommendations as to funding and selection to the CSBD governing boards.
- x. Other proposals/bids for program services must generally be presented to the oversight committee for that good or service. The committee then makes recommendations for selection and funding to the CSBD governing boards for final selection and approval.
- xi. Recommendations from the BWDB committees are submitted for consideration to the CSBD governing boards, which make the final selection and approval determinations.
- d) Purchases made based upon prices established by a State contract administered by the State of Florida, Department of Management Services, shall not require further procurement actions. When making a purchase based upon a price established by a State contract, the contract number, year and title shall be noted on the documents maintained for the CSBD procurement file.
- e) Purchases made based upon a procurement made by another unit of local government, or an entity created by law, such as, but not limited to: Early Learning Coalitions, Children's Services Councils, other regional workforce boards, the School Board of Broward County or the State of Florida, shall not require further procurement actions. These entities are subject to the same or similar procurement requirements as CSBD. When making a purchase based upon such a procurement, a copy of the procurement should be attached to the purchase requisition or the procurement file for that item as appropriate. If the item was a sole source procurement by the unit of government or the state agency CSBD, may not rely on the procurement unless it meets the NONCOMPETITIVE SOLE SOURCE requirements described above.
- f) Regardless of the amount of the purchase or the type of procurement a "no-bid" shall be considered a bid for the purpose of receiving bids, proposals and

quotes. "No bids" must be in writing on company letterhead or submitted electronically by email.

 g) CSBD staff initiating purchases shall seek out any available discounts and credits.

## B. ITEMS REQUIRING PRIOR STATE APPROVAL PRIOR TO PURCHASE

Pursuant to State Administrative Policy 87, prior approval is required for equipment and other capital expenditures that exceed \$5,000. Also for the purchase of outreach/informational items (in total for the program year) in excess of \$5,000. This request for approval must be followed by an appropriate procurement. The Senior VP of Finance shall be responsible for forwarding these requests on an annual basis.

## C. APPEAL PROCESS

CSBD maintains an appeal process for anyone wishing to appeal or protest an award, which can be obtained from the Executive Office.

## D. VENDOR LISTS

Where many entities can provide the same or similar goods or services, or where no one entity can provide sufficient amounts of a good or service, CSBD may follow publication requirements for procurements in excess of the amount for small business purchases, describing the goods or services sought and based upon the responses received may establish a vendor list of all interested providers. CSBD may select from the vendor list on a rotating basis, a ranked basis or based upon the entity that can best meet CSBD's needs as determined in the sole discretion of the CSBD President/CEO.

## E. COST PRICE ANALYSIS

- A cost or price analysis shall be performed in connection with every procurement above \$150,000 including contract modifications. Cost comparisons and cost and price analysis are for the purpose of ensuring that:
  - a) Public funds are spent economically and the cost is reasonable.
  - b) The funds expended are appropriate in relation to the need for the service.
  - c) Providers funded present the best services at the most favorable prices.
- Cost comparisons and cost and price analysis, including pre-bid estimates utilized for RFPs, shall be documented in writing for procurements over \$150,000. Pre-bid estimates may be obtained by examining previous CSBD purchases of the same or similar items, as well as advertised costs of goods and services.

3. An annual price analysis to document reasonableness may be conducted for goods and services ordered on an ongoing basis. In lieu of a price comparison for each purchase, an annual price analysis shall be conducted for those goods and services purchased with regularity to operate the organization. An annual estimate shall be made of the value of the items to be ordered, and the proper procurement in accordance with section V. A. 3. above shall be completed based upon the aggregate amount estimated to be necessary.

## F. ETHICAL CONSIDERATIONS IN PROCUREMENT

- In general, care shall be taken to avoid restrictions to competition in the releasing of bids and RFP's. Such actions include, but are not limited to, the following:
  - a) Unreasonable requirements in order to qualify to do business.
  - b) Unnecessary experience and excessive bonding.
  - Noncompetitive pricing practices between organizations or between affiliated companies.
  - d) Noncompetitive consultant retainer contracts.
  - e) Organizational conflicts of interest.
  - f) The specification of a brand name or the description of a good or service in a manner, which unreasonably restricts possible offerers.
  - g) Overly restrictive specifications.
  - h) Arbitrary actions in the procurement process.
- CSBD requires that all vendors complete a duly notarized Public Entity Crime Form and a signed Debarment Form before doing business with CSBD, which is contained in CSBD Policy # 307.
- CSBD has adopted a code of conduct related to the conduct of procurements, which is contained in CSBD Policy # 305. CSBD governing boards and staff must comply with state and federal rules and regulations governing the conflict of interest and appearance of conflict of interest in the procurement process.
  - a) Employees and proposer's/bidders must disclose the name of any officer, director or agency who is also an employee of CSBD or the name of any CSBD employee who owns, directly or indirectly, any interest in the proposer's/bidder's business or any of its branches. Such disclosure must be submitted in writing, addressed to the CSBD President/CEO, no later than the proposal/bid deadline. Where such disclosure is made, the CSBD President/CEO shall present the matter to the CSBD governing boards for a final determination regarding the procurement.

- b) Governing board members, current service providers and prospective proposers shall not take part in the development of specifications or the evaluation criteria, which will be used to review proposals and/or bids.
- c) Governing board members, current service providers, and prospective offerers who submit or intend to submit a bid or proposal for goods or services may not sit on any review committee considering or evaluating or voting on the award.
- d) Regardless of the type of procurement, if CSBD desires to enter into a contract with an organization or individual represented on the BWDB, the contract must be approved by a two-thirds vote of the Board members present, a quorum having been established, and the board member who could benefit financially from the transaction must declare their conflict and abstain from voting on the contract. Board members must disclose any such conflicts in accordance with the requirements of the Florida Statutes and complete appropriate Conflict of Interest forms.
- e) During the proposal process, proposers/bidders including entities representing the proposers/bidders, are prohibited from contacting CSBD governing boards or employees involved in the procurement, except for those designated or the contact person for the RFP. Where such inappropriate contact occurs, it shall be referred to the CSBD governing boards, the individual contacted may not participate in the review or ranking process and must disclose the contact to the full governing boards prior to the vote on that procurement.
- f) CSBD governing board members shall complete financial disclosure forms required by the State of Public Officers on an annual basis.
- g) The acceptance or payment of gratuities, kickbacks, the provision of confidential procurement information not made available to the general public and improper communications in connection with the procurement of goods and services is prohibited.

## G. AUTHORIZATION TO APPROVE PROCUREMENT ACTIONS, TERMINATE CONTRACTS AND TO SIGN CONTRACTS

The CSBD President/CEO or the Executive Vice President when the President/CEO is out of the county is authorized to terminate contracts, sign contracts, approve sole source procurements, and take such other actions as necessary to assure the uninterrupted flow of business for the organization.

## H. EMERGENCY PROCUREMENT ACTION

The President/CEO may act for the Council of Elected Officials in an emergency with a report to the CSBD governing boards.

### I. SPECIAL REPORTS

The President/CEO shall report to the CSBD governing boards at the next most convenient meeting, following purchases of an item totaling \$10,000 or more, other than for On the Job Training, employed/incumbent worker training, customized training employers and individual work experience sites.

The Accounts Payable clerk will review all check requests for payments for any one item for \$10,000 or more. The purchase requisition for these items should be documented and signed by the Executive Vice President stating that the purchase will be reported to the CSBD governing boards on a certain date.

### J. RECORD KEEPING

The originating department for each procurement shall maintain a history of the procurement. Records shall include mailing lists, the rationale for the method of procurement, the selection process, responses, Requests for Proposals, contract type, communications including rejection notices, the basis for the agreement price and the selection or rejection of the award and any other pertinent information. Documents may be attached to the purchase requisition or the procurement file as appropriate. All records shall be maintained for a period of five years following final payment and closure of all pending matters.

#### VI. EXCEPTIONS

Exceptions to this policy, except as provided in this policy or any part thereof, must be approved by the President/CEO or his/her designee.

#### VII. REFERENCES

CSBD Fiscal Policy 305 - Code of Conduct Procedures

CSBD Fiscal Policy 307 - Debarment, Suspension, and Public Entity Crime Forms

2 CFR 200.318, 319, 320, 323

DEO Final Guidance 11-069 – AWI Final Guidance on Prior Approval Procedures, dated October 2011.

AWI Memorandum Contract Requirements, dated 05/29/2001.

#### VIII. EXHIBITS

Conflict of Interest Form

#### IX. LOCATOR WORDS

Purchasing Procedures, Purchase Order (PO), Purchase Requisition, Procurement, Sole Source, Request for Proposal (RFP), Intent to Negotiate (ITN), Solicitation, Award, Bid, Credit Card, Price Comparison, 29 CFR.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME-FIRST NAME-MIDDLE NAME		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE				
		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:				
CITY COUNTY		NAME OF POLITICAL SUBDIVISION:				
DATE ON WHICH VOTE OCCURRED		MY POSITION				

#### WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

#### INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec, 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

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In addition to abstaining from voting in the situations described above, you must disclose the conflict:

- PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and
- WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

#### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

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#### APPOINTED OFFICERS (continued)

- · A copy of the form must be provided immediately to the other members of the agency.
- · The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- · You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the
  meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the
  agency, and the form must be read publicly at the next meeting after the form is filed.

	DISCLOSURE OF LOCA	AL OFFICER'S INTEREST	
I	, hereby disclo	se that on	, 20;
(a) A	measure came or will come before my agency which (check or	ne)	
	inured to my special private gain or loss;		
_	inured to the special gain or loss of my business associate, _		4
_	inured to the special gain or loss of my relative,		
-	inured to the special gain or loss of		, by
	whom I am retained; or		
_	inured to the special gain or loss of		, which
	is the parent organization or subsidiary of a principal which ha	as retained me.	
Date	Filed	Signature	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 8B - EFF. 1/2000

# EXHIBIT E

Eligible Training Provider Application Packet



# Eligible Training Provider Application Packet

The completed application can be mailed or e-mailed to:

CareerSource Broward C/o Alexa Francis, Program Manager <u>Training@careersourcebroward.com</u> 2610 West Oakland Park Blvd. Fort Lauderdale, FL 33311 Phone (954) 677-5555, Ext. 1802

If e-mailed, required attachments must be included in a .pdf format

http://www.careersourcebroward.com/CareerServices/TrainingProviderInformation.aspx

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## **Packet Contents**

- 1. Eligible Training Provider Application Submission Information
- 2. Eligible Training Provider Program Overview
- Approval Criteria for Training Providers Seeking to be Included on the Eligible Training Provider List
- 4. Initial Eligibility Training Provider Application
- 5. Training Program Application
- 6. State and Federal Required Documentation
- 7. CareerSource Broward (CSBD) Eligible Training Provider Application and Procedures Checklist
- 8. Glossary

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#### Eligible Training Provider Program Overview

The Workforce Innovation and Opportunity Act (WIOA) provides funds to local workforce investment boards for a variety of workforce development services and activities. One of those services is the occupational skill training for individuals who meet the eligibility requirements and other requirements under WIOA.

#### To access skills training, eligible individuals must:

- 1. Be enrolled as a participant under WIOA.
- Select from courses available on the CareerSource Broward (CSBD) Eligible Training Provider List (ETPL).
- Meet entry requirements for the course of study as determined by the school and by the participants' CSBD Success Coach.
- 4. Be able to show how they will be able to support themselves while in training.

#### The EPTL is comprised of schools offering courses of study:

- 1. Which meet criteria established by the CSBD governing boards
- 2. Which submit a completed application to be on the EPTL
- Which provide training in a demand occupation which meets the Workforce Estimating Conference Selection Criteria as to the number of job openings and hourly entry wage rates for Broward County
- 4. Whose applications have been approved by the CSBD governing boards
- Which course completion and placement data will be reported to the Florida Education Training Placement Information Program (FETPIP)
- 6. Registered apprenticeships

In general both the school and the course of study must be approved by the CSBD governing boards in order to be on the EPTL. Schools and course of study are subject to removal at any time based upon criteria established by the governing boards.

#### **Eligible Training Providers must:**

- 1. Be in business under their current ownership for a minimum of two (2) years.
- 2. Be licensed by the Florida Department of Education<sup>1</sup>.
- 3. Be accredited by an entity recognized by the US Department of Education.

Contact the Commission for Independent Education (CIE) at (850) 245-3200 or online at <a href="http://www.fldoe.arg/cie/">http://www.fldoe.arg/cie/</a> to obtain licensure. The State of Florida requires training providers to be one of the following: 1) Postsecondary, public educational institution eligible to receive funds under Title IV of Higher Education Act (HEA) and/or an entity that carries out registered programs under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, Chapter 663, 29 USC 50 et seq.); or 2) The State Board of Independent Colleges and Universities (SBICU) must issue a valid license to any nonpublic or independent institution that grants two-year or four-year degrees. The legal authority for licensing authority for licensing these institutions is Chapter 446 of the Florida Statutes at Chapter 6E, F.A.C., or 3) The State Board of Nonpublic Career Education (SBNCE) issues licenses to non-degree granting, non-public schools that provide courses of instruction in Florida. This provides some assurance that public vocational dollars are being spent with private providers whose curriculum, instructors, and financial stability have been verified and approved. Sections 246.201-246.31, Florida Statutes, authorize this provision.

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- Where accreditation is not available for a course of study, the provider must be able to issue an industry recognized credential to participants completing the course.
- For courses of training delivered by schools which require approval by a State Agency in order to provide the course of training, such courses shall be eligible for inclusion on the ETPL even though the course is not accredited.
- 6. Training providers/schools approved by an IT software developer, whose products are considered universal products used nationally or globally to train individuals on their software, are not required to be accredited nor is the course of training required to be accredited; however, the training provider/school MUST be listed by the IT software developer on the developer's website.
- Training providers/schools offering preparatory courses to assist students in passing occupational certification examination may be eligible even though the course is not accredited. The occupation must be in demand and the course pass rate will be subject to evaluation.
- 8. Offer training in a facility that is in compliance with ADA requirements.
- 9. Be able to provide a Dunn & Bradstreet report to establish fiscal accountability.
- Report their performance to the Florida Education Training and Placement Information Program (FETPIP) <u>http://www.firn.edu/doe/fetpip/.</u>
- 11. Be able to pass a site visit.
- 12. Approved by CSBD governing boards.

#### **Eligible Training Courses:**

- 1. Must be offered to the general public.
- CSBD/Miami-Dade and Palm Beach workforce participant student enrollment must not exceed 50% of the course's total enrollment.
- May not exceed a maximum of two (2) years in length in order for a student to be able to complete the training.
- Must be for a demand occupation in Broward County that also meets the minimum entry wage requirements as listed on the <u>Regional Targeted Occupation List</u>.
- Must result in a 70% training related placement rate for participants in accordance with a formula
  established by CSBD. New schools and/or courses are limited to 10 students until performance is
  established.
- Must be for occupational training that is not saturated (Ratio of Job Applicants to Job Openings is less than 2:1), if the course is six months or less in duration.
- May include those offered by another local Florida Regional Workforce Board as long the school and the course of training meet the minimum criteria established by CSBD to be on the ETPL and a Training Provider Contract is in place.



#### Eligible Training Provider Application and Approval Process Steps Include:

STEP #1: Complete Eligible Training Provider Application Packet and provide ALL required documentation.

STEP #2: Meet Eligible Training Provider and Training Course criteria.

STEP #3: Receive satisfactory reference checks from three (3) sources.

STEP #4: Pass a fiscal accountability review (e.g. satisfactory Dunn & Bradstreet business credit rating report).

STEP #5: Pass a site visit completed by CSBD.

STEP #6: Program Manager confirms receipt of insurance certificate with CSBD named as additional insured, completed State and Federal Forms, and FETPIP enrollment.

STEP #7: Receive recommendation from the CSBD ITA Review Committee.

STEP #8: Receive approval from CSBD governing boards.

STEP #9: CSBD ITA Contract is prepared and sent to the Eligible Training Provider.

STEP #10: Training Provider returns three (3) executed copies of the CSBD ITA Contract.

STEP #11: CSBD ITA Contract signed by CSBD President/CEO.

STEP #12: Program Manager adds School/Provider and approved courses to Eligible Training Provider and Training List.

STEP #13: Program Manager informs Provider and CSBD staff of the addition of the new school and courses to the ETPL.

#### **Continuing Eligibility:**

For Continued Eligibility, Training Providers must:

- 1. Have valid licensure through the Commission for Independent Education and
  - a. Maintain accreditation;
  - b. Continue to supply student-based information to FETPIP; AND
  - Submit a completed Application for Continuing Eligibility no later than 90 days prior to current eligibility expiration.

2.For Courses to remain on the customer ITA list, the training course must:

- a. Have training related placement rates of 70% within guidelines per CSBD Board policy; and
- b. For those courses six months or less in duration, have a saturation rate of less than 2:1 ratio of job applicants to job openings per CSBD Board policy.
- c. Be for a demand occupation in Broward County that also meets the minimum entry wage requirements as listed on the Regional Targeted Occupation List which is updated annually.

In equal monotomy employer program. Koxilony ruds and services are evailable open request to individuals with disabilities



1	INITIAL ELIGIBIL	ITY TRAININ	IG PROVID	ER APPLICATION	
the right to request applicant's facilities	t additional information rep during normal and reasonal	garding the applic ble working hours.	ant's administrat	of CareerSource Broward (CSBD). CSBD reserves ive, financial, and legal status, and to visit the of this document does not entitle the applicant in the application being rejected.	
		School/Instituti	ion Information	n	
Training Provider N	Name:			FEIN #:	
Training Provider 1	ype: 🗌 Not-for-Profit	For Profit	Public	Current Student Population:	
Address:		1		Suite #:	
City:			State:	Zip:	
Primary Contact fo	r training program inform	nation:	Primary Cont	act Email: @ .	
Primary Contact Te	elephone #: ( ) -	ext.	Primary Cont	act Alternative #: ( ) - ext.	
CEO:			CEO Email:	@ .	
Financial Officer:			Financial Offi	cer Email: @ .	
Financial Officer Te	elephone #: ( ) -	ext.	Financial Offi	cer Alternative #: ( ) - ext.	
	pened its doors for busine opy of the Articles of Incor	The second s	1): / /		
List additional locations where classes may be offered, if any:	Location #1: Location #2: Provide a copy of the lice		e provide a copy	of the fictitious name certificate.	
and the second second	School/Institut	tion Licensing a	nd Accreditatio	on Information	
		a sub-framework of the latest of the second	the second se	M/DD/YYYY): / / of Independent Education (CIE) License.	
	ondary and/or vocational or accreditation ever been	No Ves. If yes, p	olease explain:		
and differ the first the hold of the hold of the second second	ort your performance to n and Training Placement n (FETPIP)?	the second se	and the second	g to FETPIP is a CSBD requirement. the last two (2) FETPIP reports.	
placement data to th Training Placement I	ort course completion and ne Florida Education and nformation Program val as an Eligible Training	☐ No. Please I ☐ Yes.	note that reporting	g to FETPIP is a CSBD requirement.	
Institutional Accredit	tation	Name of accred Please provide of		on approval letter.	
Institutional Accreditation:		Yes, Accreditation is provided by an entity recognized by the US DOE.			

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IN	ITIAL ELIGIBILITY TRAINING PROVIDER APPLICATION				
School/Institution Training Provider Category					
Category #1 All entities providing a certificate, diploma, or credential from an organization approved by the United States Department of Labor (USDOL)	<ul> <li>Check off the appropriate organization type:</li> <li>State educational Agency or State agency responsible for administering vocational and technical education.</li> <li>Post secondary, public institution eligible to receive funds under Title IV of Higher Education Act (HEA)?</li> <li>Registered Apprenticeship</li> <li>Public regulatory agency</li> <li>Program approved by the Department of Veteran Affairs to offer education benefits to veterans or other eligible persons.</li> <li>Job Corps center that issue certificates.</li> <li>Institution of higher education which is formally controlled, or has been formally sanctioned or chartered, by the governing body of an Indian tribe or tribes.</li> </ul>				
Category #2 Independent or private providers of training programs that result in two (2) or four (4) year degrees	Yes				
<b>Category #3</b> Providers – non-public or independent provider of training programs that result in industry recognized credentials	<ul> <li>Yes, approved/licensed by a State Agency to provide occupational training. List name of State Agency providing training approval or licensing and provide copy of license: Agency #1: Agency #2:</li> <li>Yes, offering a preparatory course for an occupational licensing examination. List name of Occupational Licensing Examination: Certification Examination #1: Certification Examination #2: Certification Examination #3:</li> <li>Yes, I am offering a training approved by an IT software developer whose products are considered universal products used nationally or globally. List name of IT Software Developers providing training approval: IT Software Developer #1: IT Software Developer #2:</li> </ul>				
	List name of other qualifying industry-recognized credential:				

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INITIAL ELIGIBILITY TRAINING PROVIDER APPLICATION School/Institution Attendance and Financial Aid Questions					
Are the courses submitted for approval, PELL eligible?	<ul> <li>Yes □ No</li> <li>If yes, list course(s) that are PELL Eligible (if more space is needed, please attach a list):</li> <li>Course #1:</li> <li>Course #2:</li> <li>Course #3:</li> </ul>				
Are you willing to wait for payment until PELL determination is received?	Yes No				
Are you willing to reimburse CSBD for any expenses paid by CSBD which duplicate the expenses covered by the PELL grant?	Yes No				
What is your default rate on student loans?	% for current year % for past year				
Are scholarships offered?	Yes No If yes, list scholarships offered (if more space is needed, please attach a list):				
Are you willing to grant CSBD access to your books and records to determine that charges billed were for actual students referred and enrolled?	Yes No				
Are you willing to assign a financial aid officer to coordinate funding with CSBD to insure all other resources available to the student are used before CSBD funding and that billings are in compliance with the law?	Yes. Please provide name of financial aid officer: No. Please explain:				
	School/Institution Financial Accountability *Not required for providers applying for Continuing Eligibility.				
What is the training provider's Dun & Bradstreet number?	D&B Number: Provide copy of current D&B Business Credit Report with PayDex rating.				

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INITIAL E	LIGIBILITY TRAINING PROVIDER APPLICATION					
	School/Institution Insurance Questions					
	Combined Single Limit:          Image: Description of the second					
Indicate the type and amount of	Fidelity Bond:          Image: Description of the second					
the insurance coverage maintained. Provide a copy of your current	General Liability:          Image: Second state st					
insurance certificate.	Student Medical:  No Yes, list coverage amount \$					
	Auto: Auto: No Yes, list coverage amount \$					
	School/Institution Facilities Questions					
What is the average teacher/student ratio for your classes?	What is the ratio of students to i lab/training equipment?					
Is your institution located on a public transportation route?	No Yes If yes, list bus route(s):					
Is the training accessible to individuals with disabilities?	Yes No					
What accommodations are offered? (please list):						
Are classes all on the first floor?	Yes No If no, is there an elevator? Yes No					
Are bathrooms wide enough to be handicapped accessible?	Yes No					
Does your training site have child care facilities available for students?	Yes No					
How is training accessible to individuals who are employed or live outside the local area (distance learning)?	Online Evening Classes Weekend Classes					

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INITIAL	LIGIBILITY TRAINING PROVIDER APPLICATION
	School/Institution References
Has your institution offered training through any other workforce board during the past three (3) years?	□ No □ Yes, If yes, please list the workforce board(s):
Have any expenditure(s) been disallowed under WIOA or any other publically funded employment and training program?	<ul> <li>No</li> <li>Yes, include any disallowances still in resolution and describe status:</li> </ul>
Please provide three (3) references.	Reference #1 Name/Title: / Address: Phone: ( ) - ext. Email: @ .
	Reference #2 Name/Title: / Address: Phone: ( ) - ext. Email: @ .
	Reference #3 Name/Title: / Address: Phone: ( ) - ext. Email: @ .
	State and Federal Required Documents (to be submitted with ITA Training Provider Application)
Articles of Incorporation	Assurances and Certification
Certificate of Insurance	Certification Regarding Debarment, Suspension,
Drug Free Workplace	Ineligibility and Voluntary Suspension
Vendor Information/Identific	ation Lobbying Certification

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#### Statements of Understanding

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity for construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." If you think this may apply to your organization, further information may be obtained from the State of Florida, Division of Purchasing from the Department of Management Services. As for Memo 1 (95-96)."

I have read the public entity crime statement listed above and agree to abide by the laws of Florida Statute in Section 287.017.

Print Name:	Title:
Signature:	Date:

#### Certification and Acknowledgement

The submission of this document allows the applicant to be considered as a vendor of CareerSource Broward (CSBD). CSBD reserves the right to request additional information regarding the applicant's administrative, financial, and legal status, and to visit the applicant's facilities during normal and reasonable working hours.

The submission of this document does not entitle the applicant to any rights, fees, or services. Failure to submit a COMPLETE application will result in applicant's application not being considered for inclusion on the ETPL.

I hereby affirm that the information provided on this application is true and complete to the best of my knowledge. I also agree that falsified information or significant omissions may disqualify me from further consideration as an ITA Training Provider and may be considered justification for dismissal if discovered at a later date.

Print Name:	Title:
Signature:	Date:

I hereby affirm that if approved as an Eligible Training Provider I will enroll with the Florida Education and Training Placement Information Program (FETPIP) to report student course completion and placement data annually.

Print Name:	Title:
Signature:	Date:

Revised 7/12/2016

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					APPLICATION or each training course		
		ation and Opportuni ospective students fu	Contraction of the second s		the second se		
			School/Insti	itution li	formation		
School Name:	5			Schoo	I Location (Address)	:	
No.			Training Co	ourse Int	ormation		
Training Cour	se Name:			Curre	nt Total # of Studen nt Course Enrollmer e Capacity (# studer	ALL CONTRACTOR AND A CONTRACTOR	nodated):
Type of Crede	ential Earned	(select one):		Basic	Skill / Grade Level re	equired for this course:	_
Certificate				Readi	ng Level: Lar	guage Level: N	lath Level:
A.S. Degre	nal A.S. Deg	ree			is the Grade level at e of training propos	which course texts are ed?	e normed for each
B.S. Degre		e credential:		Cours	e includes: Lab 🗌	Internship 🗌 Extern	nship 🔲
Stackable	Credential:			Course offered: Online 🗌 Classroom 🗌 Combination 🗌			
Was training of In what indus	the second se	collaboration with loc	al business and	dindustr	y? 🛛 Yes 🔹 🗋 No		
Total Credit H Total Hours to Total Months	ours:			SOCO	ard Occupational Co ode(s): ode for next career		
Course Schedule:	Day [	his course offered? List times offered List times offered	_	Mond Tuesd		ay 🗌	
		Tr	aining Course	Placeme	ent Information		
Course School # of Carryover (B) Placement Year Students from # Enrolle Rate, if available:		(B) # Enrolled	d	(C) # Completing Training (A +B)	(D) # Training Related Placements within 180 days of completing training	Placement Rate (D) divided by (C)	
-,	2013						
	2014 2015			-			
27.92	School	Avera	age Entry Wage	of (per ho	ur)	# of graduates	who passed the
Other	Year			ment data for school licensing or certification		a product the second	
Placement	2013		\$.				
Information if available:	2014		\$ .				
2015 \$ .							

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			INING PROC					
		1	raining Cours (Entire Ler	e Costs by Cat igth of Program)				
(A) (B) Tuition Fees		(C) (D) Books Uniforms		(E) Tools, Supplies, Equipment	(F) Certification/ Licensure Exams	(G) Other	TOTAL PROGRAM COST	
\$	\$	\$	\$	\$	\$	\$	(ALL COSTS)	
	on and Fees		(C)+(D	Total Other Costs				
			Support D	ocumentation	n			
The following documentatio provided:		List of Co	Book and Supply	y List ification Entity <u>a</u>	n Course Catalog <u>nd</u> cost per certific	ation		
		C	ertification an	d Acknowledg	ement			
falsified inform	mation or signifi	cant omissions n	the second s	e from further co	A REAL PROPERTY OF A REAL PROPERTY OF A REAL PROPERTY.	and the second	dge. I also agree that Provider and may be	
Print Name:					Title:			
Signature: Date:								
Revised 7/12/201	6							



# STATE AND FEDERAL REQUIRED DOCUMENTATION

Please see separate attachment.

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# **CSBD** Initial Eligibility Training Provider Application Checklist

- Application Form completed in its entirety
  - Training Performance Worksheet for each proposed program/course
  - Most recent course catalog
  - Dun and Bradstreet Business Credit Report with PayDex Rating\*
  - References\*
  - Most recent Florida Department of Education program outline for each proposed program/course
  - Confirm that courses train for occupations that are listed on the Regional Targeted Occupations list (Regional Targeted Occupations List)
  - Copies of licenses for categories identified above (e.g. Florida Department of Education, Florida Department of Health, etc.)
  - Accreditation Information (Institutional or Programmatic)
  - Copies of last two (2) years of Florida Education and Training Placement Information Program (FETPIP) Reports
  - Certificate of Insurance
  - Vendor Information/Identification Form
  - Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Suspension Form
  - Articles of Incorporation
  - Drug Free Workplace Form
  - Lobbying Certification
- Assurances and Certifications



# Glossary

#### Broward Workforce Development Board (BWDB):

The BWDB is the designated regional workforce investment board under the WIOA.

#### CareerSource Broward (CSBD):

CSBD is the grant recipient and administrative entity for the CSBD Council of Elected Officials (CSBD Council) and the Broward Workforce Development Board, Inc. (BWDB). They are the CSBD governing boards. CSBD was created pursuant to federal and state law to administer workforce development and Welfare Transition Programs (WTP).

#### Eligible Training Provider List (ETPL):

Florida Department of Economic Opportunity's statewide list of Eligible Training Providers approved by Regional Workforce Boards.

#### Florida Education and Training Placement Information Program (FETPIP):

An interagency data collection system that obtains follow-up data on former students and program participants. It accomplishes its data collection by electronically linking vendor's participant files to the administrative records of other state and federal agencies.

#### Individual Training Account (ITA) List:

List of approved Eligible Training Providers and training courses posted publicly on <a href="http://www.careersourcebroward.com/CareerServices/DevelopNewSkills.aspx">http://www.careersourcebroward.com/CareerServices/DevelopNewSkills.aspx</a>

#### **ITA Participant:**

An individual enrolled in a CSBD funded program, under the Workforce Innovation and Opportunity Act (WIOA) either as an Adult, Dislocated Worker, or Youth or in the WTP Program.

#### **Eligible Training Provider:**

Eligible Provider approved by the BWDB and included on the ETPL.

#### **Training Performance Worksheet:**

Details information about specific training courses to be considered for addition to the Customer ITA List.

#### Welfare Transition Program (WTP):

The federal Personal Responsibility and Work Opportunity Reconciliation (PRWORA) Act was passed in 1996. The goal of Florida's Welfare Transition (WT) program is to emphasize work, self-sufficiency, and personal responsibility.

#### Workforce Innovation and Opportunity Act of 2014 (WIOA):

An Act of the United States Congress to establish programs to prepare youth and unskilled adults for entry into the labor force and to give job training to those economically disadvantaged individuals and other individuals who face serious barriers to employment and who are in need of such training to obtain prospective employment. The WIOA is not an entitlement program.