

August 16, 2024

Dr. Jose L. Dotres
Superintendent
The School Board of Miami-Dade County, FL
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

Subject: **Memorandum of Understanding**

Dr. Dotres:

Enclosed please attached the **Memorandum of Understanding** with Infrastructure Funding Agreement (IFA) (for North Miami Beach Career center) between **South Florida Workforce Investment Board (SFWIB)** and **The School Board of Miami-Dade County, Florida**.

The purpose of the MOU is to continue to create, maintain and promote a "CareerSource center delivery system" arrangement through community partnerships that complement the State and Federal Workforce Development System.

Please sign and return the scanned Agreement. Once the Agreement is executed, we will return one (1) scanned original to you. Should you have any questions, please contact Mr. Robert Smith, Contracts Manager at (305) 929-1540.

Sincerely,

Rick Beasley
Executive Director
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

Enclosures

Pc: Renee Bennett, Assistant Director, SFWIB Finance
Robert Parson, Assistant Director Programs SFWIB/CSSF
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Central File, SFWIB/CSSF

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB” or “CareerSource”), **The School Board of Miami-Dade County, Florida** hereinafter referred to as “**Partner**” (SFWIB and the Partner are collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) establishes a One-Stop Service Delivery System (“One-Stop System”) assuring coordination between the activities authorized in and linked to the Act;

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), which is comprised of Miami-Dade County;

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers and access points, which comprise the Area’s One-Stop System, to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area;

WHEREAS, the SFWIB’s delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs;

WHEREAS, the Partner administers and provides adult education programs to assist individuals to learn English as a second language, prepare to obtain a GED (General Education Development) or High School Diploma, and for a career in Miami-Dade County;

WHEREAS, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians’ workplace skills and economically benefit the workforce, employers, and State;

WHEREAS, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system;.

WHEREAS, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful “One-Stop Delivery System” (20 Code of Federal Regulations (CFR) Section 678.300); and

WHEREAS, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve

the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

I. SCOPE OF WORK

The Partner agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource center Operators, Youth Programs and/or CareerSource center Partner for the appropriate services shall be set forth in the Scope of Work. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties.

II. INFRASTRUCTURE FUNDING AGREEMENT

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated by reference as if fully set forth herein, establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center (**North Miami Beach**). The Parties agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement, Exhibit B**, shall only be valid when they have been reduced to writing, duly approved and signed by the Parties.

For each year of the during the term of the MOU, the Partner agrees to continue payment at the rate and in the manner specified in **Exhibit B Infrastructure Funding Agreement** until a new Infrastructure Funding Agreement has been reduced to writing, duly approved and signed by both Parties.

III. PERIOD OF PERFORMANCE

This MOU shall commence upon **July 1, 2024**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2027**, unless earlier terminated as provided below.

IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws, as may be applicable, and will remain in compliance for the duration of the award of federal financial assistance:

- A.** Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- B.** Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;

- D. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
- H. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. Chapter 11A of the Code of Miami-Dade County, Florida, which, among other things, prohibits discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and Temporary Assistance to Needy Families (TANF) – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

V. IMMIGRATION REFORM AND CONTROL ACT

The Partner shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under this Agreement.

VI. CONFIDENTIALITY

- A. The Partner shall maintain the confidentiality of any information, which is exempt or confidential pursuant to state or federal law, regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Partner shall not divulge such

information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of this MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible for monitoring or evaluating the services and performances under the MOU, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

B. Confidentiality Forms. The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all employees, security officers, contractors, and subcontractors, and their employees, complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the limitations of section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

VIII. TERMINATION

This MOU may be terminated without cause by any party hereto upon providing thirty (30) days' prior written notice to the other Parties.

IX. NOTICE

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For The School Board of Miami-Dade County, Florida:

Jose L Dotres, Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E Second Avenue, Suite 912
Miami, Florida 33132

With copy to:

Walter Harvey, General Counsel
The School Board of Miami-Dade County, Florida
1450 N.E Second Avenue, Suite 430
Miami, Florida 33132

X. AMENDMENTS

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

XI. PRIOR AGREEMENTS

This Agreement, and the attachments and exhibits specified below incorporate and include all prior negotiations, correspondence, conversations, agreements, and 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 Agreement or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a List of Attachments and Exhibits that are incorporated into this Agreement:

| <u>Type</u> | <u>Letter/Number</u> | <u>Description</u> |
|-------------------|----------------------|---|
| Exhibit | A | Scope of Work |
| Exhibit | B | Infrastructure Funding Agreement |
| Attachment | 1 | Confidentiality Agreement |
| Attachment | 2 | Individual Non-Disclosure and Confidentiality Certification Form |
| Attachment | 3 | Authorization to Obtain Confidential Information |
| Attachment | 4 | Authorization to Obtain Confidential Employment Information |
| Attachment | 5 | Authorization to Release Confidential Information |
| Attachment | 6 | Certification Regarding Environmental Tobacco Smoke |

XII. AUTONOMY

The Parties agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

XIII. GRIEVANCE PROCEDURES

The Partner shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of this Agreement, the Partner assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Public Law (P. L.) 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (P. L. 111-242), provides that appropriations made under P. L. 111-117 are available under the conditions provided by P. L. 111-117.

XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XVI. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith-Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any United States Department of Health and Human Services program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith-Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Equal Treatment For Faith-Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department of Health and Human Services, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XVII. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

XVIII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

In accordance with Public Law 101-166, section 511, Steven’s Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018), when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Partner shall clearly state:

- (1) The percentage of the total costs of the program or project which will be financed with federal funds,
- (2) The dollar amount of federal funds for the project or program, and
- (3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR Section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Partner shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XX. CODES OF CONDUCT

The Partner shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Partner shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

XXII. VETERAN'S PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" ("JVA"), P.L. 107-288. The JVA provides priority services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veterans' priority statute.

XXIII. INTERGOVERNMENTAL PERSONNEL ACT

The Partner shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Section §4701).

XXIV. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

XXV. CERTIFICATION

By signing this Agreement, the Parties agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to access point customers.

XXVI. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees and litigation costs, up and through final appeal.

XXVII. FLORIDA PUBLIC RECORDS LAW

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for no less than **five (5)** years

after final payment is made or received and all pending matters are completed, unless other applicable state or federal law requires a lengthier retention period. Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Via e-mail: recordsrequest@careersourcesfl.com
Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234**

XXVIII. SEVERABILITY

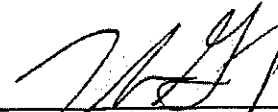

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

XXIX. AUTHORITY TO EXECUTE AGREEMENT

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: The School Board of Miami-Dade County, Florida
AGREEMENT NUMBER: MOU-SP-PY'24-23-00

1a.  Charge Location submitted by:
Fabiitha G. Fazzino 
DESIGNEE Signature of Division Head
10/15/2024 11/1/24
Date Date

2a. Dr. Jose L. Dotres 2b. Mr. René Mantilla
Typed Name of Authorized Representative Typed Name of Authorized Representative

3a. Superintendent 3b. Assistant Superintendent
Full Title of Authorized Representative Full Title of Authorized Representative

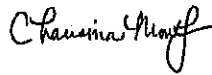
Approved as to Risk Management

Approved as to Procurement

Approved as to Form and Legal Sufficiency



Digitally signed by Elizabeth L. Davis
DN: cn=Elizabeth L. Davis, o=Office of Risk & Security
Management, ou=SPWIB, email=el.davis@spwib.com






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Office of General Counsel
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9/18/2024

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: 
Rick Beasley
Executive Director, SPWIB

10/15/24
Date

MIAMI-DADE COUNTY

BY: Daniella Levine Cava
Mayor

Date

PY'24-27
SCOPE OF WORK
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida** (hereinafter the “**The School Board of Miami-Dade County**”); seeks to provide employment assistance, training, mentoring and support services to eligible students whom successfully completed workforce services training. Through the SFWIB’s CareerSource centers, **The School Board of Miami-Dade County** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that training, employment services are made available to eligible students, referred by **The School Board of Miami-Dade County** to the **SFWIB**, following the process set forth herein.

I. Roles and Responsibilities:

A. The SFWIB shall:

- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff works to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff provides eligible students access to the following: assessment, career planning, On-the-Job Training (OJT), employers, and support services.
- Continue to Ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff provides documentation and follow-up on the status of eligible students referred to **The School Board of Miami-Dade County**, as requested.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff works to complete work registration for each eligible student, referred by completing the following **SFWIB** services:
 - Complete Initial Assessment Application (IAA).
 - Completed Employ Miami-Dade (EMD) Self-Registration.
 - Provide job search matching and staff assisted job referrals.
 - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
 - Provide current Labor Market Information to all students.
 - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **The School Board of Miami-Dade County** by the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
- A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
- In compliance with the Selective Service Act (only relevant for males 18-25); and
- Is a resident of Miami-Dade County; and
- Identified as low-income; and/or
- Living in a high poverty area; and
- Meets one or more of the following barriers to employment, but are not limited to:
 - (a) Not attending any school (as defined under State law);
 - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
 - (c) Have one or more of the following barriers:
 - (1) A school dropout;
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (4) An individual who is subject to the juvenile or adult justice system;
 - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - (6) An individual who is pregnant or parenting;
 - (7) An individual with a disability; and
 - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).

B. The School Board of Miami-Dade County shall:

- Continue to provide one (1) staff for the North Miami Beach CareerSource center on Tuesday's and Thursday's from 9:00AM-1:00PM; eight (8) hours a week.
 - Staff will document and follow-up with all Agency's participants receiving employment assistance and training referrals through this collaboration.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff works to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach CareerSource center and/or Youth Service Provider staff. A copy must be kept in each student's file.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff works to complete work registration for each student, referred by completing the following **SFWIB** services:
 - Complete Initial Assessment Application (IAA).
 - Completed Employ Miami-Dade (EMD) Self-Registration.
 - Provide job search matching and staff assisted job referrals.
 - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
 - Provide current Labor Market Information to all students.
 - Completing the **Common Intake form (Attachment 2)** to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **The School Board of Miami-Dade County** to the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
 - A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
 - In compliance with the Selective Service Act (only relevant for males 18-25); and
 - Is a resident of Miami-Dade County; and
 - Identified as low-income; and/or
 - Living in a high poverty area; and
 - Meets one or more of the following barriers to employment, but are not limited to:
 - (a) Not attending any school (as defined under State law);
 - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
 - (c) Have one or more of the following barriers:
 - (1) A school dropout;
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (4) An individual who is subject to the juvenile or adult justice system;
 - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - (6) An individual who is pregnant or parenting;
 - (7) An individual with a disability; and
 - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).
- Continue to ensure referred eligible students applying for WIOA services, are made aware that they will be contacted by CareerSource center and/or Youth Service staff for a scheduled orientation and training enrollments depend on funding availability.
 - Continue to provide the North Miami Beach CareerSource center operators with flyers, pamphlets, and/or brochures regarding **The School Board of Miami-Dade County's** program for display.
 - Continue to document and follow-up on the status of eligible students referred by CareerSource center operators, as requested.
 - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **The School Board of Miami-Dade County** shall:
 - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
 - If the participant does not object to the release of information, **The School Board of Miami-Dade County** will:

- Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
- Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
- Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

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**INFRASTRUCTURE FUNDING AGREEMENT
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter “Agreement” or “Contract”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB”), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (“The School Board”), located at 1450 N. E. Second Avenue, Suite 912, Miami, Florida 33132 (SFWIB and The School Board are collectively referred to as the “Parties”).

WITNESSETH:

Whereas, the SFWIB occupies **12,000** rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 (“the Premises”); and

Whereas, The School Board administers and provides adult education programs designed to assist individuals to learn English as a second language, prepare to obtain a General Educational Development (GED) or high school diploma, and for a career in Miami-Dade County; and

Whereas, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), which is comprised of Miami-Dade County; and

Whereas, the SFWIB desires to permit The School Board to occupy a portion of the aforementioned premises; and

Now, Therefore, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and The School Board agree the recitals above are incorporated herein and further agree as follows:

The SFWIB, by this Agreement, grants to The School Board, under the terms and conditions hereinafter set forth below, permission to occupy forty-eight (**48**) square feet of space (“Cubicle”), as shown on the **Floor Plan** attached hereto as “**Attachment 1**,” and incorporated herein by reference. The Cubicle shall be occupied by only one (**1**) staff member as set forth in **Exhibit A - Scope of Work**.

Purpose

The purpose of this Agreement is to:

- Coordinate with The School Board for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade county.

The Parties hereto agree to coordinate and perform the responsibilities described herein in accordance with applicable legal and regulatory authority that governs the Parties’ respective programs, services, and agencies.

Required Partners

Section 121(b)(1)(B) of WIOA identifies the entities that are required partners in the local one-stop delivery systems (“Partners”).

Term

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2024** and terminate at the close of business on **June 30, 2025**.

The School Board shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

Use of the Space

The School Board is entering into this Agreement to acquire workspace for one **(1)** staff member to assist eligible individuals enroll programs offered by The School Board. The School Board shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by The School Board solely for the purpose of providing services in support of the SFWIB's goals, which include, but are not limited to assisting eligible individuals enroll in programs offered by The School Board.

The School Board agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of The School Board to use the Cubicle in accordance with the approved use, as stated herein, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become the property of the SFWIB.

Parking

The School Board shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

Infrastructure Cost Budget

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) cubicle and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

Cost Allocation Methodology

In an effort to comply with the Office of Management and Budget (OMB) Uniform Guidance requirement that the Partners' contributions are in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to seventy five percent (75%), which accounts for the common areas i.e. bathrooms, waiting area, conference rooms, etc. If a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied, time usage of the space will be factored in to the calculation.

Partner Contribution Amounts

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of CareerSource centers may include, but are not limited to, Refugee service providers, Youth

service providers, as well as The School Board.

Infrastructure Cost Sharing Payment

Commencing on **July 1, 2024**, The School Board agrees that the estimated amount owed to South Florida Workforce Board **\$753.24, which is equivalent to \$62.08 per month**, based upon an annual cost of **\$38.80** per square foot of net leasable space for forty-eight (48) square feet of space prorated for a period of twelve (12) months. The School Board acknowledges the fact that this is just an estimate and that the final total may be more or less than this amount. SFWIB will provide a detailed invoice at the end of the program year.

Upon invoicing, the final payment shall be paid without demand to the SFWIB. The School Board shall make all checks payable to the “South Florida Workforce Investment Board” and shall mail or hand deliver the payments to: South Florida Workforce Investment Board, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the SFWIB will:
 - Compare budgeted costs to actual costs;
 - Update the allocation bases; and
 - Apply the updated allocation bases, as described in the “Cost Allocation Methodology” section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the SFWIB or amount to be refunded by the SFWIB, the SFWIB will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for The School Board with the actual costs allocable to The School Board for the period less The School Board’s monthly payments.
3. The SFWIB will submit the reconciliations, an invoice for any differences to The School Board and send a copy of the updated budget to The School Board not later than forty-five (45) days after the end of each semi-annual period. The School Board understands that the timeliness of the SFWIB’s preparation and submission of invoices and adjusted budgets is contingent upon The School Board providing its share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, The School Board will review both documents and will submit payment to the SFWIB not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. If The School Board advances funds to the SFWIB, the SFWIB may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to The School Board, a liability will be booked on the books of the SFWIB and will be refunded upon the final reconciliation to The School Board.
5. The School Board will communicate any disputes with costs in the invoice or the adjusted budget to the SFWIB in writing within **ten (10)** days of receipt. The SFWIB will review the disputed cost items and respond accordingly to The School Board within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the SFWIB will revise the invoice and the adjusted budget upon resolution of the dispute.

Steps Utilized to Reach Consensus

The School Board and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile

actual expenses in the future and agreed to the terms included in the “Cost Reconciliation and Allocation Base Update” section above.

Dispute and Impasse Resolution

The Parties will actively participate in the local Area agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following dispute resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Area Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and organization Superintendent for The School Board. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with Florida Commerce (FC) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. FC and DOE may remand the issue back to the Executive Director of the SFWIB and to the organization Superintendent for the School Board, or impose other remedies to resolve the issue.
4. If Partners in a local Area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities.

The Parties shall be fully responsible for their own acts of negligence, or their respective agent’s acts of negligence when acting within the scope of this Infrastructure Funding Agreement, and shall be liable for all attorneys’ fees and damages proximately caused thereby; provided, however, that the Parties’ liability is subject to the limitations of section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Infrastructure Funding Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Agreement.

Termination

The SFWIB or The School Board may terminate this Infrastructure Funding Agreement without cause by providing thirty (30) days’ prior written notice to the other Party.

Should The School Board elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the SFWIB gives notice, the SFWIB may terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a

remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as The School Board shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

Notice

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For The School Board of Miami-Dade County, Florida:

Dr. Jose Dotres, Superintendent
The School Board of Miami-Dade County, Florida
1450 N. E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Walter J. Harvey, General Counsel
The School Board of Miami-Dade County, Florida
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this Infrastructure Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

Association of Community Organizations for Reform Now (“ACORN”) Funding Restrictions Assurance

As a condition of the Contract, The School Board assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

Discriminatory Vendor

The School Board shall disclose to the SFWIB if it appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

Autonomy

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the

SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

Prior Agreements

This Contract incorporates all prior negotiations, correspondence, conversations, agreements and 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 Contract which are not contained in this Contract or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Joint Preparation

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

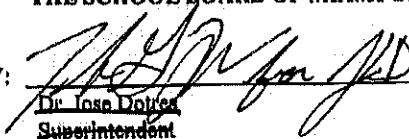
Authority to Execute Agreement

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

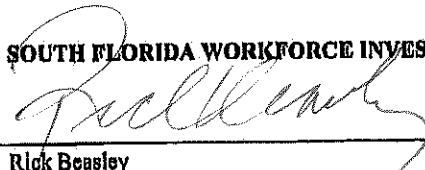
THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'24-23-00 (EXHIBIT B)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY:  Date 10/15/2024
~~Dr. Jose Dotson~~
Superintendent
The School Board of Miami-Dade County, Florida Tabitha G. Fazzino
DESIGNEE

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  Date 10/15/24
Rick Beasley
Executive Director
South Florida Workforce Investment Board

CONFIDENTIALITY AGREEMENT

Florida Commerce (FC) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CRF 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Agency** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Agency** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Agency** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Agency** agrees to abide by FC, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

Confidential Information Certificate

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

Company Name (type or print)

Authorized Representative signature

Date

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by Florida Commerce (FC) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the South Florida Workforce Investment Board's (SFWIB) Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the SFWIB.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information

compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer, the Department or SFWIB. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

SECTION I – GENERAL CONSENT

Participant's Name: _____

Last four digits of SSN: _____ **or Date of Birth:** _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff to obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from the following person or agency _____.

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II – INFORMATION TO BE RELEASED

Check one of the following boxes:

- Release all of my record**
- Release only the following information:**

Participant must initial each item to be released

- _____ Protected health information
- _____ Public assistance records
- _____ Vocational rehabilitation assessment or evaluation tools
- _____ Social security numbers
- _____ Date of birth
- _____ Telephone numbers
- _____ Other (please specify): _____

SECTION III – EXPIRATION

This authorization expires on: ____/____/____

Note: A two (2) year expiration date is required in order to receive employment information

SECTION IV – SIGNATURE

| | |
|--|---------------|
| _____ Participant Signature | _____ Date |
| _____ Participant Signature* | _____ Date |
| _____ Parent/Guardian Signature (If participant is a minor) | _____ Date |

**Please note that if this is a two-parent family case both participants must give authorization for the release of information when the record pertains to both.*

SECTION V CSSF CENTER INFORMATION

CSSF center Name: _____


Address: _____

Telephone number: _____

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


Signature

wh
10/16/2024
Date

~~Dr. Jose L. Dotres, Superintendent~~
Name and Title of Authorized Representative

Tabitha G. Fazzino
DESIGNEE

The School Board of Miami-Dade County
Name of Organization



CONSOLIDATED
SOUTH FLORIDA

Attachment 1-A (Exhibit A)

UNIVERSAL REFERRAL FORM

| | | | |
|--|-----------------|--|--|
| SECTION A: GENERAL PARTICIPANT INFORMATION | | | |
| Name: | | Date: | |
| Mailing Address: | | | |
| City: | State: | Zip Code: | Telephone #: |
| Race: | Sex: | Date of Birth: | Military Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Highest Education Level Completed: | | Currently Enrolled in School: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| E-Mail Address: | | Name of School: | |
| SECTION B: REFERRED FROM | | | |
| Case Mgr. Name: | | Date: | |
| Agency: | | Tel.#: | |
| Address: | | | |
| City: | State: | Zip Code: | |
| E-Mail Address: | | | |
| SECTION C: PARTICIPANT EMPLOYMENT INFORMATION | | | |
| Currently Working? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Current or Last Employer: | | | |
| Address: | | | |
| City: | State: | Zip Code: | |
| Telephone #: | Start Date: | End Date: | |
| Job Title: | Hours Per Week: | Salary: | |
| Job Description: | | | |
| Reason for Leaving: | | | |
| SECTION D: REFERRED TO | | | |
| Name: | | Date: | |
| Agency: | | | |
| Address: | | | |
| City: | State: | Zip Code: | |
| E-Mail Address: | | | |
| Purpose of Referral: | | | |
| Appointment Date: | | Appointment Time: | |
| SECTION E: RESULTS - Complete and Return to Originator in Section B | | | |
| <input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment | | | |

| |
|---|
| _____ Referred to Job (List name of employer & address in Comments) |
| Comments: |
| |
| |
| |

Referring Agency:

- (1) E-Mail this form to agency shown in Section D prior to the appointment.
- (2) Give the participant a copy of this form.

WORK INNOVATION AND OPORTUNITY ACT

(1)RCOU:

(2) SSN# (Verified):

(3) Date of Application:

(4) Last Name, First Name, Middle Initial:

ELIGIBILITY DATES

(5) Adult Basic Career Services:

(6) Adult Eligibility:

(7)Dislocated Worker:

CONTACT INFORMATION

(8) Residential Address (Verified):

City:

State:

County/Parish:

Zip Code:

(9) Primary Phone Number:

(10) Primary Phone Type (Select 1)

Cell/Phone Relatives Phone Work Phone Not Identified Home Other

(11) Phone Mode (Select 1)

Voice TTY Voice/TTY Videophone

(12) Alternate Phone Number:

(13) Alternate Phone Type (Select 1)

Cell/Phone Relatives Phone Work Phone Not Identified Home Other

(14) Phone Mode (Select 1)

Voice TTY Voice/TTY Videophone

(15) Email:

DEMOGRAPHIC DATA

(16) Date of Birth (Verified):

(17) Gender:

Male Female

(18) Registered for Selective Services (Verified):

Yes No Not Applicable Documented from Registration

(19) Authorized to Work in U.S. (Verified)

Citizen of U.S. or U.S. Territory Alien/Refugee Lawfully Admitted to U.S.
U.S. Permanent Resident No

(20) Considered to be of Hispanic Heritage:

Yes No Information Not Provided

(21) Considered to be of Haitian Heritage:

Yes No Information Not Provided

(22) Race (Multiple selections are allowed when I do not wish to answer is not selected):

White African American/Black American Indian/Alaskan Native Hawaiian/Other Pacific Islander
I don't wish to answer

(23) Considered to have a disability (Verified):

Yes No Not Disclosed

(24) Type of Disability (must be answered when considered to have a disability is Yes):

- Physical Impairment Mental Impairment
 Both a physical and mental impairment Information Not Disclosed

VETERAN DATA *Transitioning Service Member*

(25) Transitioning Service Member: Yes No

(26) Type of Transitioning Service Member:

- Not Applicable Within 24 months of retirement Within 12 months of discharge

(27) Estimated Discharge Date:

Veteran Information Service

(28) Eligible Veteran Status (Verified)

- Yes <= 180 days Yes, Eligible Veteran Yes, Other Eligible Person No

(29) Served more than 1 tours of duty: Yes No

Begin Date 1:

Discharge Date1:

Begin Date 2:

Discharge Date2:

Begin Date 3:

Discharge Date3:

(30) Campaign Veteran:

- Yes No

(31) Disabled Veteran:

- Yes Yes, Special Disabled (30% or greater) No

(32) Recently separated veteran (within the last 48 months): Yes No

(33) Attended a Transition Assistance Program (TAP) Workshop within the last 3 years: Must be answered for Transitioning Service members and Veterans: Yes No

EMPLOYMENT (26 WEEKS PRIOR TO APPLICATION)

(34) Employment Status (Verified):

- Employed Employed, but received notice of termination of employment or military separation
 Not Employed

(35) If employed, individual is under-employed: Yes No Not Applicable

(36) Receiving Unemployment Compensation (Verified):

- Eligible Claimant referred by WPRS Eligible Claimant not referred to WPRS Exhaustee
 Neither Claimant nor Exhaustee

(37) Begin Date of Most Recent Job:

(38) End Date of Most Recent Job:

(39) Hours per Week at Most Recent Job:

(40) Number of Weeks Unemployed:

(41) Meets Long Term Unemployment Definition:
 Yes No

(42) Current or most recent hourly rate of pay (Verified):

(43) Occupation of Most Recent Employment prior to WIOA participation (if available)
ONET Code and Title:

(44) Farmworker Status:

- Farmworker Migrant Migrant Farmworker No

(45) Type of Qualifying Farm work:

- Agricultural Production & Services Food
 Processing Establishments

DISLOCATED WORKER INFORMATION

The following are only required for Dislocated Worker Eligibility

(46) Dislocated Worker Category (Verified):

Category 1: Terminated or laid off, or has received notice of termination or layoff, and is eligible for or has exhausted entitlements to Re-employment Assistance (RA) formerly Unemployment Compensation (UC), and is unlikely to return to previous industry or occupation.

Category 2: Terminated or laid off, or has received notice of termination or layoff, and has been employed for sufficient duration (based on state policy) to demonstrate workforce attachment, but is not eligible for UI due to insufficient earnings, or the employer is not covered under the state UI law, and is unlikely to return to previous industry or occupation.

Category 3: Individual is terminated or laid off, or has received notice of termination or layoff, from employment as a result of permanent closure of or substantial layoff at a plant, facility or enterprise.

Category 4: Individual is employed at a facility at which the employer has made general announcement that the facility will close. Enter the date the facility will close (if known) in the Projected Lay off Date below.

Category 5: Individual was previously self-employed (including employment as a farmer, a rancher, or a fisherman), but is unemployed as a result of general economic conditions in the community that the individual resides or because of natural disaster. Record the last date of self-employment in the Actual Layoff Date.

Category 6: Displaced homemaker. An individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member, but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment;

Category 7: The spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;

Category 8: The spouse of a member of the Armed Forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Category 12: Dislocated Worker Grant (DWG) eligibility: Individual does not meet criteria outlined for Dislocated Workers in categories 1-8 above, but is an individual that meets DWG eligibility outlined under WIOA Title ID National programs, Sec. 170 National dislocated worker grants, relating to Sec 170(b)(1)(A) workers affected by major economic dislocations OR Sec 170(b)(1)(B) workers affected by an emergency or major disaster.

None of the above. Individual does not meet the definition of Dislocated Worker.

(47) Projected Date of Layoff: _____

(48) Actual Layoff Date if date is in the future, please leave blank until actual layoff date (Verified):

(49) Attended Group Orientation Rapid Response:
 Yes No

(50) Most recent Date Attended Rapid Response Service:

(51) Dislocated Event Number:

(52) Employer (All Employment)

Employer Name:

Address:

City:

State:

Zip Code:

| |
|---|
| (53) Dislocation Hourly Wage (<input type="checkbox"/> Verified): \$ |
| (54) Layoff Industry NAICS Code/Title (Optional): |
| (55) Layoff Occupation Code O*Net/Title : |
| (56) Declining Industry: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (57) If working, job lacks opportunity to advance or have a wage gain: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (58) TAA Petition Number: |

EDUCATION INFORMATION

| |
|--|
| (59) Current Highest School Grade Completed (from registration)(<input type="checkbox"/> Verified): <input type="checkbox"/> No School Completed <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th <input type="checkbox"/> 6 th <input type="checkbox"/> 7 th <input type="checkbox"/> 8 th <input type="checkbox"/> 9 th <input type="checkbox"/> 10 th <input type="checkbox"/> 11 th <input type="checkbox"/> 12th & Did not receive a diploma or equivalent High School Equivalency Diploma <input type="checkbox"/> High School Diploma <input type="checkbox"/> 1 Year of College or Technical or Vocational School <input type="checkbox"/> 2 Years of College or Technical or Vocational School <input type="checkbox"/> 3 Years of College or Technical or Vocational School <input type="checkbox"/> Vocational School Certificate <input type="checkbox"/> Associates Degree <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Master's Degree <input type="checkbox"/> Doctorate Degree <input type="checkbox"/> Specialized Degree (e.g. MD, DDS) |
| (60) School Status (<input type="checkbox"/> Verified): <input type="checkbox"/> In-School, H.S. or less <input type="checkbox"/> In-School, Alternative School <input type="checkbox"/> In-School, Post H.S. <input type="checkbox"/> Not attending school, H.S. Dropout <input type="checkbox"/> Not attending school, H.S. Graduate |
| (61) Attending any school (per state definition) excluding Adult Education (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No |

PUBLIC ASSISTANCE *The following prompts are not required for Adult Basic Career Services Application*

Individual or member of family that is receiving, or in the past 6 months received the following:

| | |
|--|--|
| (62) TANF (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | (63) Supplemental Security Income (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (64) State or Local Income based public assistance (General Assistance)(<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | (65) Supplemental Nutrition Assistance Program (SNAP) (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (66) Social Security or Disability Income (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | (67) Receiving or been notified will receive Pell Grant (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No |

BARRIERS *The following prompts are not required for Adult Basic Career Services Application*

| | | |
|--|--|---|
| (68) English Language Learner (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | (69) High School Drop Out (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | (70) Basic Skills Deficient (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (71) Homeless (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | (72) Offender – Individual has been arrested/convicted of a crime (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| (73) Displaced Homemaker (<input type="checkbox"/> Verified) : <input type="checkbox"/> Yes <input type="checkbox"/> No Displaced Homemaker Verification required for Dislocated Worker Only | (74) Within 2 Years of exhausting TANF lifetime eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| (75) Single Parent (Including single pregnant women): <input type="checkbox"/> Yes <input type="checkbox"/> No | (76) Individual facing substantial cultural barriers: <input type="checkbox"/> Yes <input type="checkbox"/> No | (77) Eligible Migrant Season Farmworker as defined in WIOA Sec 167 (i) <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | | |
|--|--|---|
| (78) Meets Governor's special barriers to employment: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| (79) Due to individual's disability, they qualify as a Family of 1: <input type="checkbox"/> Yes <input type="checkbox"/> No | (80) Family Size (<input type="checkbox"/> Verified): | (81) Annualized Family Income (<input type="checkbox"/> Verified): |

MISCELLANEOUS

Adult Priority -
 (82) Meets the Additional Priorities established by the Governor and/or Local Board (Verified):
Yes No

ELIGIBILITY

(83) Applicant meet the definition for low income (Verified): Yes No

WIOA FORMULA PROGRAM ELIBILITY

| | | |
|---|---|---|
| (84) Adult Basic Career Services: <input type="checkbox"/> Yes <input type="checkbox"/> No | (85) Adult: <input type="checkbox"/> Yes <input type="checkbox"/> No | (86) Dislocated Worker: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Basic Only |
|---|---|---|

WIOA GRANT ELIGIBILITY

| | | |
|--|--|---|
| (87) National Dislocated Worker Grant NDWG Formerly NEG: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable | (88) Statewide Adult Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable | (89) Statewide Dislocated Worker Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable |
| (90) Statewide Incumbent Worker Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable | (91) Statewide Rapid Response Additional Assistance Eligibility <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable | |

NON WIOA GRANTS

| | |
|--|--|
| (92) Non-WIOA Special Grants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable | (93) Local Funded Grants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable |
|--|--|

GRANTS

| Grant Type | Grant Name | Grant Code |
|------------|------------|------------|
| | | |
| | | |
| | | |
| | | |

(94) Attestation: I hereby certify, to the best of my knowledge, the above information is true. I agree and understand any willful misstatement of facts may cause forfeiture of my status in the WIOA program and could be cause for legal action. I understand the information is subject to verification and agree to provide such documentation as required. I understand my social security number may be given to other federal, state, and local government or non-government job training agencies for performance tracking purposes.

Signature: _____ Date: _____

Signature of Staff Person: _____ Date: _____

Comments:

PRIVACY STATEMENT: Disclosure of your social security number is voluntary. It is requested however, pursuant to Section 119.071(5)(a), Florida Statutes for the administration of WIOA programs, and will be used in assessing and reporting program performance and accountability to the federal government.



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Dr. Jose L. Dotres

General Counsel
Walter J. Harvey

Miami-Dade County School Board

Mari Tere Rojas, Chair
Monica Colucci, Vice Chair
Roberto J. Alonso
Lucia Baez-Geller
Dr. Dorothy Bendross-Mindingall
Mary Blanco
Danny Espino
Dr. Steve Gallon III
Luisa Santos

REQUEST FOR WAIVER OF MINIMUM CONTRACT STANDARDS

TO: Dr. Jose L. Dotres, Superintendent of Schools
FROM: AIII Graupera, Associate General Counsel
DATE: September 3, 2024
SUBJECT: The School Board of Miami-Dade County, Florida and South Florida Workforce Investment Board IFA

Staff has requested that the School Board enter into the aforementioned contract; however, a legal review of the same has determined that provisions of this contract fall below guidelines delineated in Board Policy 6540 as follows:

| The standard School Board clause includes: | The Superintendent waives the following deviations: | Contract Page/¶ |
|--|--|-----------------|
| DUTY TO DEFEND: The School Board will not be responsible to pay for the defense or attorney fees incurred by the other party. | Clause not included in the Agreement. | |
| TERMINATION: The School Board can terminate the Agreement, for convenience, upon thirty (30) days written notice. | This MOU may be terminated without cause by any party hereto upon providing thirty (30) days' prior written notice to the other Parties. | 4/VIII |
| HOLD HARMLESS: The School Board will be held harmless from and against any and all claims or suits arising out of the provisions of the Agreement. INDEMNIFICATION: The School Board will be indemnified against any and all actions, damages, payments or fees arising out of or in connection with the provisions of the Agreement. | The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the limitations of section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement. | 4/VII |
| INTELLECTUAL PROPERTY RIGHTS: Protection and/or retention of the School Board's rights to real, personal, and/or intellectual property. | Clause not included in the Agreement. | |

Superintendent/Designee acknowledges and waives the above described issues(s):

Superintendent/Designee Date
Gabriella G. Fazzini
DESIGNEE

Risk Management Date
Digitally signed by Elizabeth L. Solo
Location: Office of Risk & Benefits Management
Date: 2024.09.04 09:10:14 -0400

Internal File No: 24-CD-7382-ALG



**OFFICE OF POSTSECONDARY CAREER AND
TECHNICAL EDUCATION
CONTRACTED SERVICES**

**SUITE 804
PH: (305)995-1812**

FOR: REVIEW AND SIGNATURE

**PY24-27 MDCPS MOU FULL AGREEMENT BETWEEN SOUTH
FLORIDA WORKFORCE INVESTMENT BOARD(SFWIB) AND THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

(NAME OF CONTRACTED SERVICES)

9/18/24
Date

RM
Initials

MR. RENE MANTILLA
Assistant Superintendent
Office of Postsecondary Career & Technical Education

Date

Initials

MS. ELIZABETH L. SOTO
Risk Compliance Coordinator, Risk & Benefits Management
SBAB-Annex, Room 335

9/18/2024
Date

CM
Initials

MS. CHARISMA H. MONTFORT
Chief Procurement Officer, Procurement Management
SBAB-Annex, Room 650

Date

Initials

SCHOOL BOARD ATTORNEY
SBAB, Room 400

9/19/24
Date

ZL
Initials

DR. MICHAEL A. LEWIS
Deputy Superintendent
Office of School Leadership & Performance

Date

Initials

MS. MELISSA A. LATUS
Administrative Director, Office of Intergovernmental Affairs
Grants Administrative and Community Engagement

Date

Initials

DR. JOSE L. DOTRES (or DESIGNEE)
Superintendent of Schools

**Return to initiator by calling ext. 1812 for pick up:
WL #8001, SBAB, Room 804**

PLEASE SIGN ALL ORIGINAL COPIES.

*For any clarifications/questions/concerns, please contact:
Mr. Rene Mantilla, Assistant Superintendent, Ext: 1812*