

Two year modification to 4-Year Plan
(2016-2020)

Changes since submission in May 2018

Date: June 22, 2018

Page(s) Nbr. : Pg. 56

Item: Plan updated to reflect change in local definition of self-sufficiency (from 200% to 250% poverty/70%LLSIL)

Date: June 22, 2018

Page(s) Nbr. : Pg. 89

Item: Plan updated to reflect addition of an ITA threshold category: \$7,500 per customer specific to training related to CSH's Sector Strategies Advanced Manufacturing Initiative

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Date Submitted: March 29, 2018 **REVISED** May 29, 2018

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INTRODUCTION

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

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

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

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

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

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

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

PROCESS FOR PLAN SUBMITTAL

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

Prior to plan submission, please ensure:

- **The local board reviewed and approved the plan;**
- **The board chair and the chief elected official signed the appropriate document, with an original submitted to CareerSource Florida by mail to *WIOA Plans c/o Warren Davis, Policy Analyst, 2308 Killearn Center Blvd. Suite 101, Tallahassee, FL 32317.* Please also send a scanned copy to FloridaWIOA@careersourceflorida.com. This email address can also be used to submit any questions pertaining to the two-year modification process;**
- **The structure and numbering follows the plan instructions format (beginning with Section I of these instructions);**
- **The plan is one continuous and searchable PDF document including all attachments;**
- **Responses to all questions are informative and concise;**
- **The name of the local area, the page number and plan submission date are listed in the footer of the document;**
- **A table of contents with page numbers is included and each page of the plan is numbered; and,**
- **Text is typed with a font size of 11 or greater.**

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

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

KEY DATES

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

FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The implementation of WIOA ensures Florida has a business-led, market-responsive, results-oriented, and integrated workforce development system. The system fosters customer service excellence, ensures continuous improvement, and demonstrates value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce, and economic development networks increases economic prosperity by maximizing the competitiveness of Florida businesses and the productivity of Florida's workforce.

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

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

ORGANIZATIONAL STRUCTURE

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

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

The Executive Board Chair and Chief Elected Official for CareerSource Heartland (CSH) is:

Jack Richie, Commissioner
Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring/33870 863-402-6863
jrichie@hcbcc.org

Along with Commissioner Richie, the Local Elected Officials (LEO) serving on our Executive Board are:

Terry Hill, Commissioner
DeSoto County Board of County Commissioners
201 E. Oak St., Suite 201
Arcadia/34266 863-993-4800
t.hill@desotobocc.com

Mike Thompson, Commissioner (Vice-Chair)
Hardee County Board of County Commissioners
412 W. Orange St., A203
Wauchula/33873 863-773-9430
mikethompson@hardeemail.com

Kelly Owens, Commissioner
Okeechobee County Board of County Commissioners
304 NW 2nd St., Room 123
Okeechobee/34972 863-763-6441
kowens@co.okeechobee.fl.us

Article 1, Section 3 of the CSH By-laws designates the Executive Board Chair as the workforce Local Workforce Development Area's (LWDA) Chief Elected Official, for authentication purposes.

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

Please see the [Heartland Workforce Investment Consortium Interlocal Agreement \(Attachment 1\)](#); and [Article 1, Section 3 of the CSH Bylaws \(Attachment 2\)](#).

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

Please see [Attachment 1, the Heartland Workforce Investment Consortium Interlocal Agreement](#).

- D. Describe the by-laws established by the CEO to address criteria contained in §679.310(g) of the proposed WIOA regulations:

- i. The nomination process used by the CEO to elect the local board chair and local board members;

Please see [item number 7 of the Interlocal Agreement](#), which stipulates and outlines the nomination process used to elect local board members.

[Additional information can be found in the organization's Bylaws \(Attachment 2\)](#).

Article III, Section 3 states:

- a. Members of the Board of Directors must be appointed by majority vote of the CSH Executive Board.

- b. Nominations to fill vacancies in the Business category shall be solicited from local Chambers of Commerce, Economic Development Organizations, or other business support-related organizations within Local Area 19. Nominations to fill vacancies in non-Business categories shall be solicited from the required organizations and institutions.

Concerning the election of the board chair, the Bylaws state:

Article IV, Section 2. Eligibility as Officers

a. The Chair must be selected from among members representing the Business category and must have served as a member of the Board for a minimum of one (1) year.

Article IV, Section 6. Election of Officers

a. Elections shall be held in April of the year that elections are necessary. An Ad Hoc Nominating Committee shall be appointed by the Chair at the January board meeting of that year.

b. The Ad Hoc Nominating Committee shall present a slate of candidates for each office being filled, not to preclude the nomination of other candidates from the general membership (floor). Such nominations must receive a second in order to be considered.

c. All officers shall be elected by a majority vote of members present at the meeting, provided a quorum is established.

ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;

CSH Bylaws Article III Section 4 reads:

a. Pursuant to federal and state law, and except as indicated in Article III, Sections 2 and 6, members may serve until their successors are appointed.

b. Board members are nominated as required by law or as needed to fill vacancies and may be re-appointed, if necessary, for consecutive terms.

The provisions referenced in Article III, Sections 2 and 6, indicate:

Section 2 (See List of Acronyms at the end of this section)

c.. Education

Representatives of entities administering education and training activities in the local area, including: [WIOA § 107(b)(2)(C); Fla. Statutes § 445.007(1)]

- A representative of eligible providers administering Adult Education and Literacy activities under Title II of WIOA (ETPA). Locally, in order to maintain the broadest and most equitable membership possible, a designee from the local providers of these services may seat on a rotational basis, each for a one-year term.
- A representative of institutions of higher education providing workforce investment activities (including community/state colleges). (ETPC)
- A representative of secondary education. Locally, in order to maintain the broadest and most equitable membership possible, the District Superintendent or his/her designee from each School District within the local area will seat on a rotational basis, each for a one-year term. (ETPO)
- A private education provider (may be waived by CareerSource Florida upon request if representatives do not exist locally). (ETPO)
- May include representatives of local educational agencies, and/or community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. (ETPO)

When more than one institution exists in each type of educational entity listed above, nominations may be solicited from each of these entities.

d. Economic/Community Development and Other Entities

Representatives of governmental and economic and community development entities serving the local areas, including: [WIOA § 107(b)(2)(D)&(E); § 3(17)]

- Two representatives of economic and community development entities serving the local area (defined as including a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development). No more than two representatives from all Economic Development Organizations operating within the local area may serve as a board member at any given time. Locally, seating will be on a rotational basis for a one-year term each, in order to maintain the broadest and most equitable membership possible. (GRED)

- A representative of Vocational Rehabilitation serving the local area. (GRVTD)
- May include representatives of agencies or entities serving the local area relating to transportation, housing, and public assistance. (GRO)
- May include other representatives that the Chief Elected Official determines appropriate.
-

Individuals may be appointed to represent more than one entity or category provided they meet the required criteria for each.

The rotation schedule for school districts and economic development entities is as follows.

Economic Development	School Districts
2015-16 DeSoto and Okeechobee	2015-16 Highlands
2016-17 Hardee and Highlands	2016-17 Okeechobee
2017-18 DeSoto and Okeechobee	2017-18 Hardee
2018-19 Hardee and Highlands	2018-19 DeSoto

Because of the unlimited terms of members and the established rotations for School District and Economic Development representatives, staggering of terms is not necessary.

Section 6

a. Although membership on the CSH Board of Directors is voluntary, members are expected to give due consideration to the impact of their absences at scheduled meetings. If a board member has a valid reason for not participating in a scheduled Board or Committee/Council meeting, they should notify the President/CEO, or designated CSH staff, and request an excused absence from the Board Chair. The Chair shall have authority to grant excused absences at their discretion. Unexcused

absences from three (3) consecutive board and/or committee meetings, results in de facto resignation and automatic removal as a board member.

b. If a member chooses to voluntarily resign their membership, they are encouraged to give a minimum of thirty (30) days written notice before the effective date of resignation.

iii. The process to notify the CEO of a board member vacancy ensuring a prompt nominee; The President/Chief Executive Officer (P/CEO), on behalf of and in conjunction with the CSH Executive Board, notifies all board members and executive board members, including the Chief Elected Official (CEO), immediately when it becomes known that a vacancy exists or will soon exist. Through written and other communications, the P/CEO reaches out to the board members and representatives of the following organizations, as appropriate, to solicit nominations:

- Chambers of Commerce;
- Economic Development Agencies;
- Industry associations or trade groups;
- Labor organizations;
- Educational agencies, including those responsible for K-12;
- Adult Education; technical education and post-secondary education;
- Vocational Rehabilitation and local organizations that assist individuals with disabilities; and
- Youth-serving organizations.

It is the Board's intent to present nominations at the next official meeting of the Consortium (CSH Executive Board) after the vacancy occurs, provided that at least one month has been allowed for solicitation of nominations.

- iv. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations;

Currently, CSH Bylaws do not allow for proxy voting.

Article VI, Section 6 states: Board members shall not vote at any meeting by proxy, nor shall alternates be permitted to sit as voting members at any meetings. Alternate representatives may be required by a member to attend and participate in meetings on their behalf for information and discussion purposes only.

- v. The use of technology, such as phone and web-based meetings used to promote board member participation;

WebEx or call-in capabilities are regularly made available for both full board and separate committee meetings.

All Board and committee meetings are publicly noticed. WebEx and call-in capabilities are made available for board members and public participation.

- vi. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,

CSH understands that building an effective workforce system requires input and participation from all stakeholders. To that end, Article II, Statement of Purpose, items 1 and 4 of the CSH Bylaws indicate the Board's intent to:

Item 1. Design and implement workforce related strategies that facilitate cooperation throughout the local area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens, while recognizing the unique attributes of each of the counties within our geographic area.

Item 4. Seek ways to market workforce services to the community at large by collaborating with county and local area Economic Development Organizations, Educational Institutions, Chambers of Commerce, and other business agencies, groups, committees and partners.

As such, Board membership is designed to include the system’s stakeholders, and is outlined in Article III, Section 2:

In accordance with guidance as outlined in WIOA law and s.445.007, Florida Statutes, the CSH Board is comprised of members from the following categories (See List of Acronyms at the end of this section):

a. Business (Private-Sector): 51% majority [WIOA § 107(b)(2)(A)]

A majority of members must be representatives from businesses in the local area who are owners of a business, chief executives, or other individuals with optimum policymaking or hiring authority. Business members must have employment opportunities that include high-quality work relevant training and development in-demand industry sectors or occupations available in the local area. At least two representatives of small businesses should be included. Individuals must be nominated by local business organizations and/or business trade associations.

b. Labor/Apprenticeships – Workforce Representatives: 20% minimum

A minimum of twenty percent of members must be “workforce representatives,” defined as follows: [WIOA § 107(b)(2)(B)]

- At least two representatives must represent labor organizations nominated by local labor federations. For a local area in which no employees are represented by such organizations, at least two representatives of employees will be included. (WOLO)
- At least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no such joint program exists in the area, at least one representative of an apprenticeship program in the area, if such a program exists. (WOLO, WOJ)
- May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities. (WOV, WOD)

- May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth. (WOY)

c. Education

Representatives of entities administering education and training activities in the local area, including: [WIOA § 107(b)(2)(C); Fla. Statutes § 445.007(1)]

- A representative of eligible providers administering Adult Education and Literacy activities under Title II of WIOA (ETPA). Locally, in order to maintain the broadest and most equitable membership possible, a designee from the local providers of these services may seat on a rotational basis, each for a one-year term.
- A representative of institutions of higher education providing workforce investment activities (including community/state colleges). (ETPC)
- A representative of secondary education. Locally, in order to maintain the broadest and most equitable membership possible, the District Superintendent or his/her designee from each School District within the local area will seat on a rotational basis, each for a one-year term. (ETPO)
- A private education provider (may be waived by CareerSource Florida upon request if representatives do not exist locally). (ETPO)
- May include representatives of local educational agencies, and/or community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. (ETPO)

When more than one institution exists in each type of educational entity listed above, nominations may be solicited from each of these entities.

d. Economic/Community Development and Other Entities

Representatives of governmental and economic and community development entities serving the local areas, including: [WIOA § 107(b)(2)(D)&(E); § 3(17)]

- Two representatives of economic and community development entities serving the local area (defined as including a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development). No more than two representatives from all Economic Development Organizations operating within the local area may serve as a board member at any given time. Locally, seating will be on a rotational basis for a one-year term each, in order to maintain the broadest and most equitable membership possible. (GRED)
- A representative of Vocational Rehabilitation serving the local area. (GRVTD)
- May include representatives of agencies or entities serving the local area relating to transportation, housing, and public assistance. (GRO)
- May include other representatives that the Chief Elected Official determines appropriate.

Individuals may be appointed to represent more than one entity or category provided they meet the required criteria for each.

The committee structure, outlined in Article VII, Section 1, is also designed to include stakeholders and to identify and respond to workforce issues.

CSH has specific Standing Committees/Councils to enhance workforce development within the local area and provide guidance that best reflects business demands, best practices, strategic imperatives, and new initiatives funded by the Florida Legislature and the federal government.

The three most active committees are:

1. The Business Enhancement Committee (BEC) serves as a catalyst between industry, economic development organizations, educators, and training providers, to identify skills needed to fill critical jobs necessary for business retention, expansion, and recruitment activities. The BEC also assists in defining local goals and objectives that help underemployed workers improve their skills to enhance their economic self-sufficiency. Strategies embrace the concept of lifelong learning. The committee is comprised of a majority of Board members representing private sector businesses. Committee members are appointed by the Committee Chair. Membership is extended to other individuals with appropriate related business experience and expertise. These individuals are designated “Community” members and are voting members of the BEC and non-voting members of the Board of Directors.
2. The Finance & Operations (F&O) Committee. Members are appointed by the F&O Committee Chair and include at least three (3) members from the Business (private sector) category. Responsibilities of the Committee include formulating the CSH Bylaws for review and approval by the CSH Board of Directors, analysis of all budgetary and/or fiscal-related matters including review of the annual budget, review of auditing and monitoring reports, reviewing and recommending approval or disapproval of all training, support services, or related program activities, ensuring the respective programs are being operated within the scope of existing federal and state law, review of Request for Proposals (RFP’s) outside the jurisdiction of other CSH Committees/Councils, and review of any necessary operational plan and/or budgetary amendment – as might be needed to obtain state approval – to ensure encumbrances and/or expenditures are within budget.

3. The Youth Council provides assistance and guidance with promoting successful entry into the workforce through education and workplace experience that leads to self-sufficiency and career advancement. Key components of the strategy include efforts that enlist business, education, and community support for students to achieve long-term career goals – ensuring that young people entering the workplace for the first time have the academic and occupational skills required to succeed in the workplace. Membership of this Council includes board members with special interest or expertise in youth policy, representatives of youth service agencies including Juvenile Justice and local law enforcement agencies, representatives of local Public Housing Authorities, and individuals and representatives of organizations who have experience relating to youth activities. Youth Council membership is extended to other individuals with appropriate expertise and experience serving youth. These individuals are designated “Community” members and are voting members of the Youth Council and non-voting members of the Board of Directors.

Additional input is accepted via the following methods:

- Agenda items submitted by individuals, organizations, or other interested parties having an official or vested interest in the item being considered by the Board.
- Agenda items deemed by the Board to be relevant, material, or of significant interest to the public to warrant comment and/or input from any member of the public in attendance.

Any unscheduled speakers or individuals may address the Board of Directors at the discretion of the Board Chair by completing a “citizens not on the agenda” form.

Acronyms – Section V: **Board Membership Designations**

BU	Business
WOLO	Workforce – Labor Organization
WOJ	Workforce – Joint labor-management Apprenticeship Program
WOD	Workforce – Community-based org. representing Individuals with Disabilities
WOV	Workforce – Community-based organization representing Veterans
WOY	Workforce – Community-based organization representing Youth
ETPA	Education and Training Provider – Adult Education and Literacy
ETPC	Education and Training Provider – Institution of Higher Education
ETPO	Education and Training Provider – Other
GRED	Government Representative – Economic Development
GRES	Government Representative – Employment Service
GRVRD	Government Representative – Vocational Rehabilitation
GRO	Government Representative – Other

vii. Any other conditions governing appointments or membership on the local board.

In accordance with guidance established in the Heartland Workforce Investment Consortium Interlocal Agreement, one Local Elected Official (LEO) from each Board of County Commissioners (BOCC) of the member counties is appointed to serve as that BOCC's representative on the CSH Executive Board. The Executive Board is the vehicle through which elected officials in the member counties participate in the planning, approval and operation of the local workforce investment board's employment and training assistance programs, as mandated by law. A Chair and Vice-Chair are selected from among the LEOs that comprise the Executive Board. The Executive Board Chair is designated as the workforce Local Area's Chief Elected Official, for authentication purposes.

The membership of the CSH Board of Directors is consistent with the requirements of federal and state law. A majority (a minimum of 51%) of the Board's members are representatives from the Business (private sector) category.

New members are appointed to fill the same category of membership in which the vacancy occurred to maintain the balance of membership. There is no requirement for new members to be from the same organization, institution, or company, as the former member unless the position is mandatory under WIOA.

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

The Executive Board of CSH is comprised of one LEO from each of its four Boards of County Commissioners. The LEOs attend all board meetings, overseeing and approving actions taken. Additionally, the President/Chief Executive Officer keeps the Executive Board aware of legislative, federal or state mandates that affect daily operations of the organization.

Specifically, the CEO is invited to, and regularly participates in, CSH Board and committee meetings during which this plan's development, along with related meetings held with community partners regarding this plan, have been discussed and vetted.

A draft of this Plan has been presented to the CEO for review, comment and approval. Similarly, any public comments received, along with responses to those comments, will also be presented to the CEO upon receipt.

(2) Local Workforce Development Board (LWDB)

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

The Chairperson of the CareerSource Heartland Board of Directors is David Royal, Nutrient Stewardship Director, The Nature Conservancy, PO Box 1800, Wauchula, FL. 33873. (863) 781-3490. yumaroyal@yahoo.com.

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

The Vice-Chairperson of the CareerSource Heartland Board of Directors is William J. (Bill) Nielander, Nielander Law Firm P.A., 172 E. Interlake Blvd., Lake Placid, FL 33852. (863) 465-8181. wjn@nielander.com.

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

CSH maintains a continuous process of planning, implementation, and evaluation, with Board members regularly providing input into both philosophical and strategic planning processes. The committee structure of the Board allows for small group discussion and the development of specific aspects of the plan, along with its overall objectives and processes. Planning efforts focus on public and local agency partner input into the implementation of WIOA and its integration with other programs such as Adult Education and Literacy, Division of Vocational Rehabilitation, Division of Blind Services, Welfare Transition, Veterans Services, Carl Perkins, Migrant Seasonal Farmworker and Agricultural Programs including the Farmworker Career Development Programs, and others. Relationships have been established and maintained with local economic development organizations, Central Florida Regional Planning Council (CFRPC), local airport authorities, educational facilities, businesses, chambers of commerce and other community entities. Due to our approach to continuous improvement, our strategies evolve and regularly align local initiatives with State and Federal imperatives. At each step of this process, the Board has provided direction and oversight.

Throughout the planning process, the President/CEO has kept the Board apprised of the developments and recommendations of CareerSource Florida and the Department of Economic Opportunity. CSH By-laws and board membership have been periodically reviewed and updated. Members of partner agencies, clients, and the public at large regularly attend meetings and are invited to submit input and comment on the activities of the Board. The Board approved the development of the memoranda of understanding that resulted from these meetings.

All Board and committee meetings are publicly noticed in accordance with Florida's Sunshine Law. Attendees from the general public were invited to provide comments and were given a formal opportunity to do so at each full board meeting.

A draft of this Local Plan Update will be shared with Board members in late February. Members are given the opportunity to review the draft and offer suggestions, comments and/or corrections. Any public comments received will also be provided to the Board prior to final approval of the Local Plan document, which is anticipated to occur at the April 18, 2018 Board meeting.

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

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

The Consortium has identified Heartland Workforce Investment Board, Inc., dba CareerSource Heartland as the local grant recipient and administrative entity.

- B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430

The Consortium has selected the Heartland Workforce Investment Board, Inc., dba CareerSource Heartland as the local grant recipient and administrative entity.

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

Please see Attachment 1 – the Heartland Workforce Investment Consortium Interlocal Agreement – Attachment 3 – CSH May 30, 2017 letter to CSF requesting extension of authorized designation as Direct Service Provider, approved by the CSF Board of Directors on May 17, 2017 – and Attachment 6- CSH May 31, 2017 letter to CSF requesting approval to continue to serve as One-Stop Operator, approved by the CSF Board of Directors on August 9, 2017.

As outlined in Attachment 4, CSH follows the principles of the “Carver Model.” The Board maintains its role as a strategic planning and policy board and oversight body. The President/CEO acts as the sole point of accountability. The establishment of this practice provides a sufficient “firewall” between the CSH Board of Directors and daily operations.

As CSH has followed all required processes to be designated as a direct provider of Career Services, all services within our system, with the exception of contracted youth services, are provided directly. The majority of youth services are provided through competitively procured contracted providers; however, some eligible youth may receive basic career services through CSH’s career centers, or may be served through On-the-Job Training, Work Experience, or Individual Training Account mechanisms.

(4) One-Stop System

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

CSH operates four fixed career centers, one in each of the four counties that comprise LWDA 19. The centers located in Sebring (Highlands County), Wauchula (Hardee County), and Okeechobee (Okeechobee County) are full-service career centers. The career center located in Arcadia (DeSoto County) is designated as a satellite Center. CSH services are accessible through its website at www.careersourceheartland.com.

The Highlands center, located in Sebring, has been designated as the comprehensive center for our local area.

Our one-stop center physical addresses are as follows:

CSH DeSoto Center, 2160 NE Roan Avenue, Arcadia, FL 34266-5025

CSH Hardee Center, 324 Sixth Avenue North, Wauchula, FL 33873-2320

CSH Highlands Center, 5901 US Hwy 27 South, Suite 1, Sebring, FL 33870-2117

CSH Okeechobee Center, 207 SW Park St, Okeechobee FL 34972-4160

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

To ensure that customers have access to career center programs, services and activities during regular business days, each career center is open Monday through Friday from 8:00 a.m. to 5:00 p.m. The career centers in DeSoto, Hardee and Okeechobee counties are closed for lunch, Monday through Friday from 12:30 p.m. to 1:30 p.m. Career centers are closed one day per quarter to provide ongoing staff training and development.

Information on CSH programs, services and activities, is accessible on demand through its website.

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

As noted above, CSH is a direct provider of Career Services and currently operates the local one-stop career centers.

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

As previously noted, CSH is a direct provider of career services within the local one-stop system, apart from some youth services, which are contracted following a competitive procurement process.

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

As a direct provider, CSH career centers currently provide three types of career services: basic career services, individualized career services, and follow-up services.

Basic Career Services:

Available to all individuals seeking services in CSH career centers, and include:

- Determinations of whether an individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the career center system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including – Job search and placement assistance, and, when needed by a customer, career counseling that includes provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
- Provision of referrals to and coordination of activities with other programs and services, including those within our career center delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: job vacancy listings in labor market areas; information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to our local career center delivery system;

- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care, child support, medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program, benefits under the Supplemental Nutrition Assistance Program (SNAP), assistance through the earned income tax credit, housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD), and assistance under Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim.

Individualized Career Services:

If career center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services will be made available. Individualized Career Services are available in all CSH career centers. These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include – diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the customer to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning

- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- Referrals to English language acquisition and integrated education and training programs.

Follow-up Services:

Follow-up services will be provided as appropriate for customers who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is offered as appropriate. Follow-up services will not extend the date of exit in performance reporting.

All Career Services described above are available in CSH career centers and happen in no specific sequence.

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

WIOA requires that there be at least one physical, comprehensive one-stop certified career center in each LWDA with access to all required, and any approved additional partner programs, services and activities. Access may be through electronic means if applicable and practicable, including the use of web sites, telephones, or other means to improve the efficiency, coordination, and quality of career center partner services.

The Highlands County career center located in Sebring serves as the physical, comprehensive career center for LWDA 19. This career center has met the criteria for One Stop Credentialing pursuant to reviews by the Florida Department of Economic Opportunity's Programmatic Monitoring Team:

- Provides the career services described in WIOA section 134(c)(2);
- Provides access to training services as described in WIOA section 134(c)(3), including serving as the point of access to training services for participants in accordance with section 134(c)(3)(G);
- Provides access to the employment and training activities carried out under WIOA section 134(d), if any;
- Provides access to programs and activities carried out by career center partners. Access means having either program staff physically present at the location; having partner program staff physically present at the career center appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or providing direct linkage through technology to program staff who can provide meaningful information or services.
- Provides access to the data, information, and analysis described in section 15(a) of the Wagner-Peyser Act (29U.S.C. 49I-2(a) and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.);

- Has knowledgeable staff, including trained career counselors, as appropriate, available to provide assistance when and if needed. Professional team members providing direct customer service must comply with the minimum skill standards for front-line staff found in CareerSource Florida Administrative Policy 89 and have a basic orientation to all required career center partner programs.
- Is accessible to the public during regular business days, defined as Monday through Friday.
- Is physically and programmatically accessible to individuals with disabilities. CSH staff remains abreast of developments regarding improvements to services for persons with disabilities and shares that information with career center staff. Information is shared with customers regarding the availability of auxiliary aids and services as needed.
- CSH has procedures in place to address issues related to achieving, managing, and improving performance. The LWDA's EEO Officer ensures that facilities and equipment meet the needs of jobseekers with disabilities. Center Branch Managers and management staff work together to ensure that all staff attends training as needed, including Tier 1 certification and subsequent continuing education.

ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:

A. Information on existing and emerging in-demand industry sectors and occupations;

Existing Demand Occupations

TOP 15 EXISTING DEMAND OCCUPATIONS

(ranked by total job openings)

Workforce Development Area 19 - De Soto, Hardee, Highlands, and Okeechobee Counties

Rank	Occupation Code	Title	Employment		2017 - 2025		2017 Hourly Wage (\$)			
			2017	2025	Level Change	Percent Change	Total Job Openings*	Median	Entry**	Exp***
1	412011	Cashiers	2,000	2,094	94	4.7	3,128	9.32	8.90	10.33
2	353021	Combined Food Prep. and Serving Workers, Inc. Fast Food	1,463	1,726	263	18.0	2,602	9.42	9.19	9.85
3	412031	Retail Salespersons	1,897	2,139	242	12.8	2,597	9.96	8.76	13.29
4	452092	Farmworkers & Laborers, Crop, Nursery, & Greenhouse	2,162	1,938	0	-10.4	2,315	9.50	9.19	10.10
5	353031	Waiters and Waitresses	1,036	1,150	114	11.0	1,749	9.49	9.15	10.84
6	436014	Secretaries, Except Legal, Medical, and Executive	1,914	2,030	116	6.1	1,719	14.61	10.40	17.98
7	434051	Customer Service Representatives	1,315	1,511	196	14.9	1,581	11.89	10.46	14.37
8	537062	Laborers and Freight, Stock, and Material Movers, Hand	1,149	1,233	84	7.3	1,365	13.32	9.68	15.24
9	373011	Landscaping and Groundskeeping Workers	1,189	1,329	140	11.8	1,328	11.86	10.12	14.39
10	439061	Office Clerks, General	1,337	1,410	73	5.5	1,309	11.96	9.77	14.19
11	311014	Nursing Assistants	889	1,023	134	15.1	1,023	10.95	9.50	12.11
12	411011	First-Line Supervisors of Retail Sales Workers	910	976	66	7.3	845	20.06	14.49	24.70
13	435081	Stock Clerks and Order Fillers	755	804	49	6.5	842	12.20	9.16	13.97
14	372011	Janitors and Cleaners, Except Maids and Housekeeping	706	776	70	9.9	837	11.02	9.32	13.41
15	533032	Heavy and Tractor-Trailer Truck Drivers	896	954	58	6.5	837	14.40	11.10	16.90

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

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

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

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

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

Four of the top five existing demand occupations are related to customer service and hospitality. The only exception is farmworkers and laborers, crop, nursery, and greenhouse workers.

Retail Salespersons, is the top existing demand occupation, with 2,162 projected total job openings between 2017 and 2025.

Two of the top 15 existing demand occupations are related to agriculture.

One of the top 15 existing demand occupations is in the healthcare occupations of nursing assistants, which has a relatively high turnover rate and will continue to experience employment growth because of the increasing demand for healthcare services, driven by population growth and aging, expanding insurance coverage, and technological change.

Emerging Industries

Top Emerging Industries

Workforce Development Area 19 - De Soto, Hardee, Highlands, and Okeechobee Counties

Industry Code	Industry Title	Employment		2017 - 2025 Change	
		2017	2025	Total	Percent
5415	Computer Systems Design and Related Services	112	147	35	31.3%
6214	Outpatient Care Centers	359	468	109	30.4%
6241	Individual and Family Services	318	402	84	26.4%
5416	Management, Scientific, and Technical Consulting Services	125	157	32	25.6%
2361	Residential Building Construction	332	406	74	22.3%
4541	Electronic Shopping and Mail Order Houses	57	69	12	21.1%
2383	Building Finishing Contractors	204	245	41	20.1%
8113	Commercial and Industrial Machinery and Equipment (except Au	61	73	12	19.7%
5313	Activities Related to Real Estate	66	78	12	18.2%
4421	Furniture Stores	116	137	21	18.1%
5419	Other Professional, Scientific, and Technical Services	214	252	38	17.8%
2371	Utility System Construction	256	298	42	16.4%
6113	Colleges, Universities, and Professional Schools	61	71	10	16.4%
4242	Drugs and Druggists' Sundries Merchant Wholesalers	13	15	2	15.4%
4885	Freight Transportation Arrangement	13	15	2	15.4%

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

The Computer Systems Design and Related Services industry tops the list of emerging industries. Emerging industries tend to employ a higher percentage in professional occupations.

Emerging Occupations

Top 15 Emerging Occupations

(ranked by percent growth)

Workforce Development Area 19 - De Soto, Hardee, Highlands, and Okeechobee Counties

Rank	SOC Code	Title	Employment		2017 - 2025		Industry Sector Linkage	2017 Hourly Wage (\$)		
			2017	2025	Level Change	Percent Change		Median	Entry*	Exp**
1	131161	Market Research Analysts and Marketing Specialists	41	55	14	34.1	Professional Services	30.85	17.63	34.47
2	151132	Software Developers, Applications	21	28	7	33.3	Professional Services	32.64	23.19	36.13
3	312022	Physical Therapist Aides	31	41	10	32.3	Healthcare	12.07	10.23	12.94
4	291123	Physical Therapists	92	119	27	29.3	Healthcare	41.38	27.57	47.62
5	312021	Physical Therapist Assistants	64	82	18	28.1	Healthcare	32.35	24.27	35.46
6	292032	Diagnostic Medical Sonographers	44	55	11	25.0	Healthcare	28.33	24.67	30.09
7	499062	Medical Equipment Repairers	16	20	4	25.0	Wholesale Trade	19.67	15.91	24.09
8	291031	Dietitians and Nutritionists	21	26	5	23.8	Healthcare	29.21	21.46	33.57
9	291127	Speech-Language Pathologists	43	53	10	23.3	Healthcare	44.16	25.03	50.25
10	312011	Occupational Therapy Assistants	19	23	4	21.1	Healthcare	34.81	22.76	39.43
11	132072	Loan Officers	48	58	10	20.8	Financial Services	42.92	30.36	49.55
12	291171	Nurse Practitioners	47	56	9	19.1	Healthcare	46.95	38.04	53.50
13	472081	Drywall and Ceiling Tile Installers	54	64	10	18.5	Construction	18.28	13.36	19.75
14	172141	Mechanical Engineers	44	52	8	18.2	Professional Services	30.65	20.37	39.96
15	131051	Cost Estimators	80	94	14	17.5	Construction	20.41	13.85	26.11

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

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

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

The healthcare industry sector has the most top emerging occupations (9 of top 15) of all the major industry sectors.

The largest top emerging occupation in the healthcare industry sector is Physical Therapist, with regional employment in 2017 of 92 and a projected eight-year growth rate of 29.3%.

The top two emerging occupations in the professional services industry sector are Market Research Analysts and Marketing Specialists and Mechanical Engineers.

The Construction related sector has multiple occupations shown in the top 15. Drywall and Ceiling Tile Installers and Cost Estimators are near the bottom of the Top 15 list of regional occupations. The estimated regional growth in the occupations are project to be 18.5% and 17.5% between 2017 and 2025 prospectively.

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

As part of our ongoing strategic planning efforts, our local board and partners have identified Agriculture, Biofuels and Renewable Energy, Healthcare and Life Sciences, Information Technology, Logistics and Distribution, and Niche Manufacturing/Processing (aviation, building component design, food and beverage, plastics) as the targeted industries for our local area.

Our strong partnerships with local area economic development organizations, coupled with our business relationships, help us stay abreast of the needs of local employers. The workforce required to maintain the demand of these targeted occupations must be multi-faceted in core competencies and needs to demonstrate adaptability in terms of new processes and technology.

Sectors in CareerSource Heartland with the highest average wages per worker are Utilities (\$74,947), Management of Companies and Enterprises (\$61,766), and Finance and Insurance (\$47,628). Regional sectors with the best job growth (or most moderate job losses) over the last 5 years are Construction (+1,875 jobs), Accommodation and Food Services (+1,124), and Transportation and Warehousing (+1,049).

Over the next year, employment in the Region is projected to expand by 226 jobs. The fastest growing sector in the region is expected to be Construction with a +1.2% year-

over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (+112 jobs), Construction (+57), and Administrative and Support and Waste Management and Remediation Services (+42). For the Local Area's Emerging Industries, Computer Systems Design and Related Services, the labor supply is predicted to exceed the forecast demand, due to a high level of college enrollment in related fields. A small labor force shortfall is currently predicted in the Medical & Diagnostic Laboratories and Management, Scientific and Technical Consulting Services industries. Currently, available data demonstrates a long-term supply shortage of Pre-School, Elementary School, Middle School and Secondary School Teachers and Teaching assistants of some 74 positions.

Registered Nurses are a significant Emerging Occupation, and long-term supply is predicted to meet demand. Strong growth is predicted in STEM occupations and employers in these sectors are expected to require well educated and trained employees to fill the positions that become available. Our growing manufacturing base will require employees with a broad range of skills, some vocational (such as CDL, CNC, mechatronics, and heavy equipment operations) and others with supervisory/management skills. Renewable energy positions tend to require degree level qualifications, but local colleges are providing the necessary courses.

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

Only two of the top 15 existing demand occupations require significant technical training: registered nurses and farmers, ranchers, and other agricultural managers. Registered Nurses require a minimum of an Associate's Degree, but may find it difficult to obtain entry level positions without prior work experience. A more practical path for many has been to work as a CNA or LPN while obtaining a Bachelor's Degree in Nursing. However, this option is decreasing as LPN positions are diminishing.

Ranchers and other agricultural manager positions usually require a four-year Bachelor's degree (usually in a STEM discipline), and several years of work-related experience, on-the-job training and/or vocational training.

A high school diploma, or equivalent, is the minimum requirement to obtain employment in all but the lowest tier service or agricultural sector jobs. For most of the jobs in the local area, additional skills such as reading for information, applied mathematics, locating information, writing, and computer operations are necessary for continued employment. Technical skills, including certifications are required for many jobs in the manufacturing, construction, finance, healthcare, and aviation sectors.

Skills needed for this local area's in-demand occupations also include strong soft skills such as interpersonal communication, teamwork, critical thinking/problem solving, decision-making, balancing home and work responsibilities, high emotional quotients, and customer service.

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

Labor Force and Unemployment

The unemployment rate has declined by 1.3 percentage points over the year to 4.8 percent in November 2017. Since 2009 the unemployment rate at the height of the Great Recession (unemployment rate = 10.8 percent), the unemployment rate has continually decreased by 6.0 percentage points. The regional labor force in November 2017 was 76,433. From November 2016 to November 2017, the number of unemployed persons declined from 4,718 to 3,664. From November 2016 to November 2017, the number of employed individuals increased slightly from 72,160 to 72,679.

Persons with Barriers to Employment

The most recent information on unemployment rates for persons with barriers to employment is for 2016. LWDA 19's 2016 unemployment rate was 17.0 percent for disabled persons, 17.6 percent for American Indians and Alaska Natives, 33.3 percent for Native Hawaiians and Other Pacific Islanders, and 6.74 percent for persons 55 and older.

Education of the Workforce

In 2016, the most common educational attainment level of LWDA 19 workforce participants from 25 to 64 years old was high school diploma (including equivalency) at 38 percent, followed by some college or Associate's degree at 25.0 percent, and less than high school diploma at 24.9 percent. 12.1 percent of workforce participants had attained a Bachelor's degree or higher.

Employment by Government

In November 2017, the employment was 4,500. The over the year change in November 2017 (-100 jobs, -2.2 percent) was 100 less when compared to November 2016 (-100 jobs, -2.2 percent). The number of jobs in this sector has been trending downward over the past year.

Local Area Unemployment Statistics by Workforce Region (Not Seasonally Adjusted)												
Region	November 2017				October 2017				November 2016			
	Labor Force	Employment	Unemployment Level	Unemployment Rate	Labor Force	Employment	Unemployment Level	Unemployment Rate	Labor Force	Employment	Unemployment Level	Unemployment Rate
WDA 19	76,433	72,769	3,664	4.8%	75,759	72,324	3,435	4.5%	76,878	72,160	4,718	6.1%

Source: U.S. Bureau of Labor Market Statistic, LAUS program.
Prepared by: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, January 2018.

Region	Labor Force Status (2016 Estimates)											
	Persons with Disability			Labor Force Status by Race: American Indian and Alaska Native			Labor Force Status by Race: Native Hawaiian and Other Pacific Islander			Labor Force Status for Persons Aged 55 and Older		
	Labor Force	Unemployment	Unemployment Rate	Labor Force	Unemployment	Unemployment Rate	Labor Force	Unemployment	Unemployment Rate	Labor Force	Unemployment	Unemployment Rate
WDA 19	3,724	632	17.0%	256	45	17.6%	57	19	33.3%	16,486	1,112	6.74%

Region	Educational Attainment for the Civilian Labor Force Aged 25 - 64 (2016 Estimates)			
	Less than high school graduate:	High school graduate (includes equivalency):	Some college or associate's degree:	Bachelor's degree or higher:
	WDA 19	22,955 24.9%	35,067 38.0%	23,061 25.0%

Source: U.S. Census Bureau, American Community Survey.
Prepared by: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, January 2018.

Industry Title	Nonagricultural Employment (Not Seasonally Adjusted) Sebring MSA							
	November 2017	October 2017	November 2016	Change from				
				Oct 2017 to Nov 2017		Nov 2016 to Nov 2017		
Level	Percent	Level	Percent	Level	Percent	Level	Percent	
Total Nonagricultural Employment	27,600	27,300	26,900	300	1.1%	700	2.6%	
Total Private	23,100	22,800	22,300	300	1.3%	800	3.6%	
Goods Producing	2,100	2,100	2,000	0	0.0%	100	5.0%	
Service Providing	25,500	25,200	24,900	300	1.2%	600	2.4%	
Private Service Providing	21,000	20,700	20,300	300	1.4%	700	3.4%	
Total Government	4,500	4,500	4,600	0	0.0%	-100	-2.2%	

Source: U.S. Bureau of Labor Market Statistic, CES program.
Prepared by: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, January 2018.

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

CSH, in consideration of the Governor's strategic objectives, is focused on providing a comprehensive local workforce system that will provide quality career guidance to students and job seekers, address occupational skill gaps, expand training opportunities by working with employers to develop relevant training programs, increase credential attainments, multiply employment openings and placements, and augment existing access to career center services.

CSH-sponsored activities for Adult, Dislocated Worker, and Youth Programs meet the federal and state guidelines of the Workforce Innovation and Opportunity Act (WIOA), and support the imperatives outlined in the State Plan.

While our career centers offer universal access to program services, the process for providing workforce training services to adults and dislocated workers is integrated and provided through the provision of career and training services.

To meet the education and skill needs of the workforce and the employment needs of the local area, innovation, communication, the development of practical partnerships with a focus on excellence, are critical. To create the seamless delivery of a strong talent supply chain, CSH and partners are engaged in the identification of core competencies as a means of streamlining and developing services. Strategic partnerships continue to be among our highest priorities to expand individual organizational opportunities and maximize services and benefits.

CSH focuses service delivery around the needs of employers. When these entities require skill sets for their operations, we seek to meet those needs using Occupational Skills Training, On-the-Job Training, or Customized Training. When businesses identify a need for training that is not immediately available, we work with our educational partners toward the development of opportunities and related solutions. Our Work Experience component enhances the connectivity of job seekers to businesses, and job matching is conducted daily

to refer the right people to the right jobs. Ongoing monitoring and evaluation of local employer needs, actions taken, CSH performance, and training program outcomes assist us in assuring that current processes are effective and successful.

In addition, continual and effective communication with all partners and stakeholders, along with enhanced partnerships with business, education, economic development, and community and governmental organizations, will ensure we meet both the current and future workforce needs of our community and thus achieve our goals. As a result of the cooperative efforts of our local partners, CSH is emerging as a leader in the realm of workforce development and business service delivery in DeSoto, Hardee, Highlands, and Okeechobee counties.

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

Adults and Dislocated Workers receive an interview evaluation and assessment to obtain enough information to determine eligibility for service delivery. The case file will contain documentation to support the need for career services and/or training services. CSH supports work first; therefore, career services will be provided first. If the customer is unable to obtain employment leading to self-sufficiency through the receipt of career services, the customer may be referred to training services. There is no Federally-required minimum time period for participation in career services before receiving training services.

Training services for Adults and Dislocated Workers include Individual Training Accounts (ITAs) as well as work-based training options such as Employed Worker, On-the-Job, and Customized Training, with emphasis placed on the attainment of industry recognized credentials, job placement, job retention, and wage gains. A Work Experience training program is also in place to implement and enhance employment opportunities for job seekers.

CSH has local policies in place to ensure that training funds are reserved for those determined most in need of training, and responds to the established needs of local employers as qualified by the demand occupations listed on the Demand (Targeted) Occupations List. As a direct result of this Area's Board goals, objectives and strategies, CSH staff are trained to assess the needs of all customers, including those identified in the targeted populations of Veterans and eligible spouses, dislocated workers, displaced homemakers, migrant seasonal farm workers, customers with limited English-speaking proficiency, public assistance recipients,

other low-income individuals, individuals who are basic skills deficient, people with disabilities, ex-offenders, long-term unemployed, and the underemployed. Based on assessment results, services may be directly provided, or, as appropriate, customers may receive referrals to partners or community-based agencies.

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

The CSH local area is rural in nature, and offers entry-level employment opportunities in retail, hospitality, and service industries. Employment opportunities offering self-sufficient wages in the area, such as positions in the Healthcare, Education, and Corrections industries, require a high school diploma and training beyond high school. Businesses of all types express a common need for soft skills, including the ability to solve problems, think creatively, and follow a work schedule. CSH works closely with the local school districts, Heartland Educational Consortium, juvenile justice organizations, businesses, Home Builders Institute and local state colleges to develop and implement programs that will help create a pipeline of youth who have both the hard and soft skills needed to enter and maintain employment in the demand occupations of the area. In this region, the local school districts and state colleges have implemented alternative high school opportunities and career academies to promote attainment of high school diplomas and vocational certifications. The Heartland Educational Consortium has implemented the FloridaLearns STEM Scholars program to enhance the science, technology, engineering, and math skills of local area youth. CSH sponsors a youth provider program that serves at risk in-school and out-of-school youth by providing work readiness activities and the soft and hard skills youth need to obtain and maintain value-added employment in this local service area.

CSH youth staff and provider staff expose youth to a variety of activities designed to encourage youth to complete high school and continue lifelong learning opportunities. Activities including classroom lessons, career exploration activities and techniques, work experience and job shadowing, work readiness courses, support through mentoring and tutoring, and community service event participation, help participants understand what it takes to survive in the world of work, and even more important, how education and job training correlate to wages earned. Participants receive individual counseling and encouragement and work directly with their case

managers to develop an individual service strategy (ISS) that best fits their needs, goals, and interests. Incentives are offered when participants meet specific benchmarks relating to their individual goals.

The overall goal of the youth program is to assist a youth to obtain a diploma or equivalent GED, and transition into skilled employment and/or post-secondary education in order to gain self-sufficiency and become a productive member of the workforce.

One of the most important parts of the youth's participation in these programs is the development of the individual service strategy (ISS). In order to develop strong and pertinent goals, objectives, and strategies specific to the individual, an assessment must be completed. The assessment consists of an informational interview with the case manager who reviews education, work history, skills, interests, abilities, needs, and barriers to success. The TABE test assesses the student's current basic reading and math levels. Additional assessment tools may be used to enhance the assessment process including, but not limited to, Kuder Journey and CareerScope. Work readiness activities introduce the youth participant to the world of work, and include career planning, values clarification, decision making, job search activities, positive work habits, attitudes and behaviors, problem solving and creative thinking skills, adaptability, and improved self-image. Often, career exploration is warranted to assist the youth in understanding labor market information related to a career of interest. My Career Shines is available to assist youth in answering such questions as "Is the job available in this area? What does it pay? What are the day to day job duties? What are the hours of work? What is the opportunity for advancement? How much education is needed? Is the education available locally?"

Work readiness, work experience, and occupational skill goals are defined based on the youth's individual assessment results combined with their needs, interests, and goals. Assigned goals, objectives, and activities are detailed on the ISS, which serves as the roadmap to the youth's success. The ISS is a living document which is updated and changed as the youth's situation changes. The ISS incorporates work readiness, work experience, and occupational skills components, including career counseling, basic skills instruction, job shadowing, academic and work experience integration, leadership, citizenship, core values, and community services. Service strategies help the youth identify and accomplish the steps needed to reach their goals, while also receiving the highest level of quality services available.

Written career plans serve as a tool for increasing career awareness, improving career planning, and establishing a link between high school preparation and future career success.

Joint partnerships have been established with local employers, chambers of commerce, community-based organizations, faith-based organizations, the juvenile justice system, the local public-school systems, other educational institutions, the foster care system, and other community and partner agencies that offer and specialize in serving youth. These partnerships help ensure that certain skill levels are attained by the youth through their participation in identified programs, and that the skills attained are consistent with the requirements of local employers. Youth participate in Work Experience activities to gain work-related skills. Work readiness skills classes result in the youth's enhanced employability. Occupational skills training results in industry recognized credentials or occupational completion points, again enhancing employability of participants.

Additionally, our youth provider works closely with the local educational facilities to assist youth participants in identifying and locating funding for advanced training opportunities and with local businesses and the career centers to connect youth with employment opportunities. Follow-up services are provided to ensure the youth's continued growth and success.

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

Board Vision

The CareerSource Heartland Board is committed to the vision of optimizing economic/workforce development in the Heartland. Facilitating cooperation throughout our four-county local area will maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens, while recognizing the unique attributes of each of the four counties within our LWDA.

The Board's strategic imperatives are broadly aligned with those of CareerSource Florida and include the Florida Chamber of Commerce's "Six Pillars" framework:

1. Develop and maintain a regional talent development strategy through diversified public and private-sector partnerships.
2. Develop and recruit talent to support economic development priorities in the local area's targeted and emerging industries.
3. Support and encourage technological enhancements and innovation in industry.
4. Identify and improve factors that influence the area's business climate.
5. Support local strategies that enhance business development and value-added job creation.
6. Balance growth management with economic development to preserve quality of life.

A competitive workforce guarantees competitive business. Therefore, access to a skilled and trainable workforce, capable of supporting the region's current and emerging labor market needs, is fundamental to the growth and diversification of the local economy.

Since the enactment of the Workforce Investment Act of 1998, our workforce system has developed a greater understanding of the region's needs and strengthened partnerships with

business and community agencies. WIOA takes these processes to the next level. Our workforce system is evolving and innovative, with a focus on leveraging strategic partnerships to meet the regions unique labor market needs. Vision, focus and priority-based resource allocation are required to build the capacity and competency as a customer-focused, demand-driven workforce system.

Board Strategies

Our local area welcomes and supports both the national and state strategic priorities and actions that promote alignment and improved integration of services:

- Collaborative service delivery across federal and state programs.
- Alignment and regional collaboration with local economic developers.
- Dual-customer focus, providing assistance in the business lifecycle through engagement with employers as partners in the system.
- Alignment and integration of programs so that customers receive all appropriate services and are referred to targeted programs and educational resources where appropriate.
- Reemployment services for unemployed job seekers.
- Effective uses of Labor Market Information for dual focus customers as well as strategic plans developed for Board purposes.
- Employer engagement to respond to needs of the industry through strengthened customer service.
- Pro-active outreach to target populations through outreach and training activities.
- Wagner-Peyser funded agricultural outreach through MSFW representatives.
- Addressing the needs of Senior Community Service Employment through partnerships with AARP.

Board Goals

CSH embraces WIOA's intent and the new CSF goal - To increase the prosperity of workers and employers, reduce welfare dependency, increase economic self-sufficiency, meet employer needs and enhance worker productivity and business competitiveness.

As identified in our agreement with the Department of Economic Opportunity, we operate in accordance with governing federal and state law concerning our performance standards. This agreement ensures CSH reports the information in the appropriate systems, measures the same performance standards, and has common measures for comparison. We anticipate that we will meet or exceed the standards established. Strategic essentials include the further development of more focused talent development strategies, improved recruitment of talent to support local targeted and emerging industries, promoting training programs that support value-added job creation, and increasing partnerships to enhance service delivery and continue creating a successful local workforce development system. General goals include increasing business engagement, enhancing business relationships, and a continued focus on increasing the number of job openings filled.

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

CSH has established strong relationships with our Adult Education/Literacy and Vocational Rehabilitation partners and has developed memoranda of understanding designed to enhance service delivery, avoid duplication of service, promote customer service, and facilitate effective alignment of available resources. We have established a partnership with representatives from the Division of Blind Services and now have a stronger understanding of each other’s services and have developed mutual referral processes and open lines of communication. With all partners, we will continue to promote integration of service delivery, with a focus on closely coordinating services and complementing each organization’s strengths to best serve our mutual customers. Continued discussions will include the promotion of each organization’s performance measures as well as coordination of activities.

CSH also works closely with community entities that carry out core programs. Staff members are involved through Board or committee memberships in many initiatives/organizations including: The Homeless Coalition; Transportation Disadvantaged; Juvenile Justice Advisory Councils; DCF Community and District meetings; Highlands and Hardee County Prosperity Partnerships; The Arc Ridge Area; Highlands County Industrial Development Authority/Economic Development Commission; Hardee County Economic Development Authority; Okeechobee Executive Roundtable; and Heartland Regional Transportation Planning Organization-Citizens and Mobility Advisory Committees. Each organization

discusses needs related to its consumers and solutions related to those needs. These issues and solutions are critical not only to the development of strategies by our Board, but to the development of a successful workforce development system.

Additional partnerships are in place with the Heartland Educational Consortium for STEM related education and experiences for youth, and Agricultural and Labor Programs, Inc., for financial assistance in support of one's quest toward self-sufficiency.

We have also established a relationship with Highway Park Neighborhood Council to assist residents in obtaining the skills needed to locate and obtain employment, start small businesses, and improve and expand existing businesses.

It is our intent to understand the services offered by core programs and partners, to share information, to integrate service delivery, to maximize resources, and to streamline referral processes.

- (3)** Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

Over the last several years, CSH has demonstrated high performance, and intends to continue to perform at a high level. This is accomplished through the delivery of high quality customer service, integrity and transparency, staff development, data and program analysis, quality assurance monitoring, continuous improvement, and ongoing dialogue with customers and community partners.

Connecting our businesses with skilled talent is top priority. Our Business Operations team focuses on understanding our businesses' needs and communicating those needs to Management and Career Development staff. As appropriate, Management works with education and training providers to promote or develop career pathways and job training programs. Career Development staff members conduct recruitment for open positions, promote job training opportunities as appropriate, and provide various services to job seekers to prepare or transition individuals into initial employment, re-employment, or upgraded employment. We believe high quality customer service results in high performance outcomes.

The expectations of integrity and transparency are set with all new employees and are practiced daily throughout the organization. Decisions are made, and actions occur in adherence to guiding principles, laws, regulations, policies, and procedures. Documentation enhances transparency.

Ongoing general oversight, guidance and direction are provided to staff, and expectations are reinforced through periodic reminders, as well as annual ethics training.

Staff development is one of the keys to high performance. Not only does it enhance morale, increase loyalty and productivity, and promote personal growth, it also enhances customer service, keeps staff up to date on the latest tools, philosophies and program requirements, and promotes growth and continuous improvement in day-to-day processes. Staff regularly participates in job-related webinars and/or conferences, including the annual workforce summit. Updated information is provided to staff via email and at staff meetings. CSH holds quarterly staff development sessions to enhance employee skillsets. To ensure that staff skills remain current and relevant, all frontline staff members complete the standardized Tier 1 workforce training modules offered through the Department of Economic Opportunity, followed by a minimum of 15 hours of continuing training annually.

Data and program analyses are ongoing processes at CSH. The results are used to provide oversight, improve performance, increase efficiency and effectiveness, and enhance strategic planning.

Supervisors and Management Team members conduct periodic quality assurance monitoring of programmatic processes, services, and performance levels for continuous improvement purposes. Along with the Salesforce customer satisfaction survey for businesses, CSH has implemented a web-based customer satisfaction survey, available to all customers. Responses are used to evaluate and make improvements to current processes and procedures.

Ongoing dialogue with our customers and community partners keeps us aware of program developments, services available, and local area needs.

Each of these strategies promotes continuous improvement and contributes to keeping us on the cutting edge of service delivery, program development, and high performance.

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

CareerSource Heartland has and will continue to work diligently to improve services to individuals with disabilities and other protected groups to increase their access to high quality workforce services and prepare them for competitive integrated employment.

CareerSource Heartland ensures that priority for receipt of career services is given to individuals with disabilities, veterans, older workers, recipients of public assistance (including food stamps, subsidized housing, Medicaid, etc.) ex-offenders, those who are basic skills deficient, homeless, unemployed, employed, and other economically disadvantaged individuals through more, and diversified, job-driven training opportunities including work-based training approaches such as on-the-job training and paid work experience.

Career centers in LWDA 19 are annually assessed for physical and programmatic accessibility. This includes, but is not limited to, ensuring assistive technology and materials are in place, and front-line staff are trained in the use of this technology. Each of our career centers has designated staff trained to assist customers with information concerning accommodations and placement services. ADA computer stations are available at each site and TTY/TDD is available via the Florida Relay Service.

CareerSource Heartland staff and service provider staff are culturally and ethnically diverse and dedicated to upholding non-discrimination standards. Representatives from Vocational Rehabilitation (VR) and the Division of the Blind Services (DBS) have provided training and technical assistance to CSH staff and will continue to offer this assistance upon request.

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

CSH's vision and goals have been developed and have evolved through years of strategic planning, research, and participation in community and partner meetings, surveys, focus groups, advisory councils, and stakeholder input.

In 2010, our organization funded an Industry Cluster Analysis for our then tri-county region (DeSoto, Hardee, and Highlands). Although this analysis is eight years old, comparison of current data to that which was presented in 2010 resulted in the determination that most of the conclusions and recommendations remain valid.

In partnership with Central Florida Regional Planning Council, a number of community visioning and strategic planning efforts have occurred, encompassing Polk, Hardee, Highlands, DeSoto, Okeechobee, Glades, and Hendry Counties.

- Heartland 2060 designed a regional blueprint to guide growth and development over the next fifty years.
- The Sustainable Communities grant activities provided for a five-year growth and development plan.
- Currently underway is the Heartland Long Range Transportation Plan.
- The Heartland Rural Mobility Plan (HRMP) was designed to identify and address the mobility challenges within the six-county rural area.

The activities above, and those below, incorporated several community partners, including county and municipal elected officials, education, economic development, and transportation representatives, businesses, area planners, community organizations, and workforce Board and staff members.

- Florida's Heartland Regional Economic Development Initiative (FHREDI) commissioned a Comprehensive Community Assessment study to maximize regional competitiveness for business investment. This study incorporated data from three of our four counties.

- The Heartland Regional Transportation Planning Organization (HRTPO) coordinates transportation plans for the Heartland Region including the six counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee and the urbanized area of Highlands County including the cities of Sebring and Avon Park.
- CSH staff participated in the Department of Economic Opportunity's Competitive Florida Asset Mapping initiative conducted in DeSoto County.
- CSH staff has participated in joint planning sessions with LWDAs 17, 18, and 24.
- Independently, and in cooperation with South Florida State College and local Chambers of Commerce, we have conducted various surveys to assess the needs of local businesses.
- Florida's Heartland Economic Region of Opportunity (FHERO) (Heartland's REDI), markets, facilitates and advocates for regional economic development throughout a six-county area. FHERO's established partnerships among private and public-sector leaders leverage regional assets to provide maximum benefits to our business communities.

CSH staff and board members have participated in these efforts, all of which have contributed to CSH's current visions, goals, and strategies.

Specifically, participants in our planning processes include(d) local elected officials from each of our four counties, representatives from our economic development organizations (DeSoto, Hardee, Highlands and Okeechobee County IDA and/or EDCs, Central Florida Regional Planning Council (CFRPC) and Sebring Airport Authority), neighboring workforce development agencies (CareerSource Polk, CareerSource Southwest Florida and CareerSource Suncoast), community based organizations (Department of Children and Families, The Arc Ridge Area, Division of Vocational Rehabilitation, Avon Park Housing Authority, Florida Non-Profit Housing, AARP, Department of Juvenile Justice, Florida Prosperity Partnership, Safe Children Coalition-Sarasota YMCA, Heartland for Children, Transportation Disadvantaged), educational organizations (School Districts of DeSoto, Hardee, Highlands and Okeechobee Counties, Indian River State College, South Florida State College, Heartland Education Consortium), private businesses, CSH staff and individual members of the public.

Working toward the goal of diversifying the local economy and creating value-added jobs through innovation and planned regional growth, the above-noted partners have touched on the topics of land use, infrastructure needs, transportation modes and needs, broadband access, water and energy, healthcare, regional culture and cultural needs, economic and talent development, and the overall quality of life of our residents. We work closely with our strategic planning partners to develop new opportunities while expanding existing industry clusters.

Current Targeted Industries for this region include: Healthcare and Life Sciences, Logistics and Distribution, Biofuels and Renewable Energy, Niche Manufacturing [Aviation, Food and Beverage, Plastics, and Building Component Design], Information Technology and Agriculture. Career pipelines promoting and utilizing Science, Technology, Engineering, and Math (STEM) skills continue to be promoted.

Innovative and evolving, our workforce system focuses on leveraging strategic partnerships to meet the regions' unique labor market needs. Vision, focus, and priority-based resource allocation are required to build the capacity and competency to become a more customer-focused, demand-driven workforce system. Locally, we promote and support synergy among workforce, economic development, businesses, and job training (education) entities. With workforce development as the "people part" of economic development, CSH believes the following issues matter most from a workforce perspective, as we work with our partners to realize economic prosperity:

- Support Regional Capacity-Building
- Understand and Stay Abreast of Supply & Demand Needs of Local Industry
- Focus on Tomorrow's Talent
- Help Develop Talent in Support of Area Needs Aligned with Targeted Industries
- Support Business Growth and Retention
- Recognize and Assist with Industry Sustainability
- Prioritize Projects Based on Support of Targeted Industry Clusters

Our vision and goals are designed to align talent development, economic development, and sustainable growth within our four-county area. Our strategic imperatives are aligned with the Florida Chamber Foundation's Six Pillars Concept.

Vision: “Optimizing economic/workforce development through collaboration within the Heartland.”

Strategic Imperatives:

1. Develop and maintain a regional talent development strategy through diversified public and private-sector partnerships.
2. Develop and recruit talent to support economic development priorities in the region’s targeted and emerging industries.
3. Support and encourage technological enhancements and innovation in industry.
4. Identify and improve factors that influence the area’s business climate.
5. Support local strategies that enhance business development and value-added job creation.
6. Balance growth management with economic development to preserve quality of life.

Realigning and restructuring to integrate funding and resources to more effectively and efficiently provide services will be an on-going process. The use of WIOA dollars to engage the Talent Supply chain in newly identified targeted industry clusters will assist in providing solutions in the demand-driven approach to job creation. New approaches are being pursued to assist those needing only basic career services to achieve self-sufficiency, and retraining options are being developed in consideration of those who now face long-term unemployment barriers. Florida Flex, Quick Response Training, Incumbent Worker Training, and Employed Worker Training options are being promoted region-wide to improve the competitiveness and global marketability of local businesses.

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

We believe our goals speak directly to the achievement of economic growth and self-sufficiency for our local area. As noted, our vision and goals are designed to align talent development, economic development, and sustainable growth within our four-county area, ideally strengthening economic growth and promoting self-sufficiency. Our strategic imperatives are intentionally aligned with the Florida Chamber Foundation’s Six Pillars Concept, as the framework for the development and sustainability of healthy, thriving communities.

Verification of our achievement to date can be found in the data provided in CareerSource Florida’s Earnings and Economic Opportunity 2015 Fact Book. In our local area, participants who received services from CSH and entered fulltime employment increased their earnings by 89%; while part-time workers increased their wages by 69%. The total impact in annual earnings exceeded \$97 million. In addition, CSH exceeded all 2014-2015 Expanding Business Engagement goals by increasing: employer retention by 20%; continuous improvement by 10%; and excellence by 25%, indicating that businesses find value in CSH services.

As additional evidence of our commitment, CSH met or exceeded all identified targets of CSF’s 2015-2016 Performance Funding Model and appears on track to meet PY16-17 Common Measures and Performance Funding Model goals.

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

Our negotiated common measures for PY 2017-2018 are as follows:

Adult Employed 2 nd Qtr after Exit	89.00%
Adult Employed 4 th Qtr after Exit	85.00%
Adult Median Wage 2 nd Qtr after Exit	\$7,850.00
Dislocated Workers Employed 2 nd Qtr after Exit	83.00%
Dislocated Workers 4 th Qtr after Exit	79.00%
Dislocated Worker Median Wage 2 nd Qtr after Exit	\$6,850.00
Youth Employed 2 nd Qtr after Exit	76.00%
Youth Employed 4 th Qtr after Exit	69.00%
Wagner-Peyser Employed 2 nd Qtr after Exit	64.00%
Wagner-Peyser Employed 4 th Qtr after Exit	63.50%
Wagner-Peyser Median Wage 2 nd Qtr after Exit	\$4,850.00

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

CSH is the designated fiscal agent and direct service provider for LWDB 19. Currently, the majority of WIOA Youth services are provided through a contracted service provider.

Federal and State negotiated performance measures are compared to actual performance data to determine the LWDB's goal attainment. Internal and external program and fiscal monitoring results for CSH and its service providers are utilized to assist with determining compliance, effectiveness, and areas for performance improvement. Annual audits are conducted, as required by law, for CSH and its contracted service providers. The audit results are reviewed and considered when gauging the effectiveness of each fiscal agent. Business survey data and/or customer feedback are additional indicators which are assistive in determining the public's opinion of the effectiveness of CSH and its contracted service providers.

To ensure the performance and effectiveness of our service providers, one-stop delivery system and fiscal responsibilities, we use an oversight, monitoring, and system performance improvement evaluation process, including:

- a. Periodic on-site monitoring visits to ensure programmatic and statutory compliance of all funded programs
- b. Ongoing reviews and assessments of service providers' performances
- c. Periodic independent monitoring for programmatic and fiscal compliance by a qualified certified public accounting firm
- d. Ongoing assessment of labor and economic data and trends

A certified public accounting firm conducts periodic programmatic, procurement and fiscal monitoring using federal and state monitoring instruments, which outline programmatic and fiscal compliance and quality improvement factors. Monitoring reports identify findings, observations, and recommendations.

At a minimum, the Chief Programs Officer (CPO) conducts periodic monitoring of sub-recipients at least once during the Program Year. Compliance and process monitoring of program activities and services to participants is performed by supervisors and overseen by

the CPO. Monitoring may be conducted using the state monitoring instruments, and may also consist of a review of the effectiveness or efficiency of a given process.

Performance monitoring occurs to validate actual program performance against contracted or negotiated performance standards.

The results of all monitoring activities are used to evaluate progress, identify existing or emerging problems, and suggest corrective actions as appropriate.

(9) Describe the definition of “self-sufficiency” used by your local area (WIOA §108(b)(1)).

Self-sufficiency as defined for individuals served as Adults and Employed Adults (18 and older):

- Adults and Employed Adults with a family income equal to or above 200% of poverty or the Non-Metro 70% of the Lower Living Standard Income Level (LLSIL), whichever is higher, and not receiving other federal, state or local cash or food stamp assistance, or otherwise not meeting the Federal definition of low-income, are determined to be self-sufficient; or
- Employed workers who do not obtain documentation from their employer, verbally or in writing, that the employee(s) will not be retained unless additional training or services are received, are determined to be self-sufficient.

For Dislocated Workers who are working in an income maintenance job:

- Self-sufficiency as defined for Employed Dislocated Workers:
- Employed dislocated workers with a family income equal to or above 250% of poverty or the Non- Metro 70% of the Lower Living Standard Income Level (LLSIL), whichever is higher, and not receiving other federal, state or local cash or food stamp assistance, or employed dislocated workers not meeting the Federal definition of low-income are determined to be self-sufficient.

COORDINATION OF SERVICES

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

Through our long-standing relationships with our Adult Education and Literacy, Division of Vocational Rehabilitation, and other community partners, CSH has pro-actively developed Memoranda of Understanding (MOU) and/or Resource Sharing Agreements, which are the foundation of service integration. These agreements describe services to be delivered by each party individually and jointly, methods for referral, cost sharing efforts, and the intent to integrate and maximize service delivery while avoiding duplication of services. Releases of information are obtained for information sharing purposes, and efforts continue to identify mandatory application information to simplify cross-referral processes.

In addition, staff receives cross-training and on-going information regarding all partner services within the system that support local workforce development. As appropriate, customers receive referrals to community agencies to assist them in accessing services and overcoming barriers.

The CSH Board establishes and maintains communication and information exchange with community partners through joint meetings, workshops, staff training, advisory councils, and internet-based information exchange. These joint communications maximize resources within the region and ensure that all programs are aware of each other's services and prevent duplication.

CSH is diligently working toward the development of a true local workforce development system, promoting the integration of service delivery and funding streams, to result in, as much as possible, seamless service delivery.

Please see the MOUs included in this plan for additional specifics – Attachment 5.

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

The leadership of CSH has determined that the primary customer of our workforce system is the business community that creates the jobs our workers need (demand-driven concept). CSH plays a vital role in performing outreach to our businesses and collaborating with our Economic Development Organizations, Chambers of Commerce, Education, and other key partners to enhance the economic viability of our communities and local area. By working together with our partners, we gain valuable insight into targeted industries and can help shape the workforce pipeline that our local economy demands.

Economic development is the engine that drives our local economy. Workforce development is a prime component, or “the people/talent part”, of economic development. Businesses cannot grow or even remain productive without workers, which are their lifeblood. The labor force, our job seekers, is the product that we deliver. We must understand the workforce market and know what businesses need – what the demand is. It is our job to know our workforce inventory, make sure it has received the proper preparation (training or employability skills), and help connect the business community with our most qualified workers, in the most efficient and user-friendly way possible.

Our focus and principal objective is to employ a successful career development system - one that supports business growth, innovation, and global competitiveness. This focus centers on the skill sets needed in the local labor market and how workers can obtain those skills through education, training, and job succession. We assist in workforce preparation to promote wage progression through rapid attachment to the workforce, continual skill gains, and personal development activities.

During a time of Board downsizing, recognizing the importance of our connectivity with local economic development initiatives, the CSH Board voted to keep two economic development representatives at all times, rotating those two seats among our four counties on an annual basis. In addition, the President/CEO is a current member of the Highlands County Industrial Development Authority/Economic Development Commission and the Hardee County

Economic Development Authority boards. CSH regularly participates in the economic development initiatives of Central Florida Regional Planning Council, regularly attends the meetings of the Hardee County Industrial Development Authority/Economic Development Commission and Florida's Heartland Economic Region of Opportunity and is in regular communication with representatives of the economic development organizations in all our counties. CSH staff have been identified as members of locally formed "response teams," established to welcome and inform business prospects of the services available in the local area.

The CSH Business Operations Team, the outside sales force of our organization, works to expand our local workforce system's capacity to be demand (market)-driven, responsive to the needs of local businesses, and a contributor to the economic well-being of the community. Their responsibilities include developing new business relationships and evaluating the workforce needs of businesses. Through interaction with the businesses and community partners, they glean vital information related to workforce market demand. They develop expertise on targeted industries within our local area and stay abreast of business trends. They answer business inquiries on a variety of issues ranging from tax incentives to fair labor practices and know where to refer businesses for other community resources. By doing so, we promote workforce quality, enhanced productivity and economic competitiveness for our entire area.

Local businesses face significant challenges daily with shortages of qualified labor, the need for more highly skilled workers, relevant labor market information, and the ability to retain quality staff. CSH strives to become the direct line of communication for all business workforce needs and increase market share over the traditional recruiting and hiring mechanisms used by most employers. We strive to be the workforce "center of excellence" for our four-county area and can do so with increased value-added services to our business customers. Value-added services are those that are offered beyond the basic job posting for an employer. Our challenge is to continually assess employers' needs and deliver timely results that meet those needs.

In support of entrepreneurial efforts, CSH partners with the University of South Florida Small Business Development Center, IMBiz, Inc. Business Development Center, and Highway Park Neighborhood Council. These organizations provide support and guidance to entrepreneurs. Each offers a review of business feasibility, as well as guidance and training concerning: the legal structures of businesses; business plan development; marketing studies and strategies; bookkeeping/accounting/recordkeeping processes; and understanding financials and developing financial projections, thus providing the critical foundations all entrepreneurs need to know to become successful in business.

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

CSH understands that career pipeline development begins in the K-12 educational system and continues through post-secondary education. As such, we have established strong partnerships with our local school districts and post-secondary education providers. During a time of Board downsizing, understanding the importance of our connectivity with educational partners, the CSH Board voted to keep secondary and post-secondary representatives at the table, rotating the secondary seat annually among our four counties on an annual basis. CSH has established MOUs with two of our four secondary school systems that also offer Adult Education and Literacy services, further enhancing delivery of services surrounding the development of career pathways and pipelines. Please see the MOUs for additional information on efforts to coordinate strategies and avoid duplication of services. (Attachment 5)

CSH and our local secondary and postsecondary school representatives regularly share information concerning the needs of youth, the development of career academies, Career and Professional Education Act (CAPE) entries, and Carl Perkins funding. Our secondary education partners worked closely with our post-secondary partners to ensure the articulation of skills learned in career academies into programs offered in the public college systems.

CSH has entered into Training Vendor agreements with our post-secondary providers to offer Individual Training Accounts to support job training in occupations listed on our local Demand Occupations List (DOL), previously known as the Targeted Occupations List (TOL). Consumer choice is strongly supported and promoted, since our approved job training programs are provided by multiple educational institutions, allowing participant choice regarding cost, class location, and class frequency. Program completion and placement success statistical data is also available to consumers, further enhancing their decision-making.

In addition, we partner with our post-secondary providers to provide skills upgrade (employed worker) training for the incumbent workers of local businesses. This customer driven strategy allows CSH to assist local businesses by partially funding the identified training, resulting in a higher skilled employee for the local business. CSH often acts as the liaison between the business and the training provider to coordinate strategies and avoid duplication of services and/or information provided/required. As the result of our partnerships, both South Florida State College and Indian River State College have demonstrated the ability to quickly respond to requests for the development of customized training opportunities that specifically address a business' need.

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

For the immediate delivery of transportation related to work and work-related activities, we partner with the local Transportation Disadvantaged Program (TD), whose mission is to enhance the mobility of Floridians by providing medical, employment, education and other life sustaining trips to individuals lacking transportation. Eligible individuals include those who meet specific income guidelines and who are unable to transport themselves because of a disability or lack of other transportation options.

Although public transportation is generally unavailable in our four-county area, the DeSoto-Arcadia Regional Transit (DART) offers a deviated -fixed - route service in and around the City of Arcadia and to/from Nocatee to the south, Monday through Saturday. This service is provided through the cooperation of the DeSoto County Board of County Commissioners, the Florida Department of Transportation, and the Federal Transit Administration. For individuals functionally unable to board along the fixed route, with a 24-hour notice, DART buses will deviate up to 3/4 mile. Riders are expected to pay a fare of fifty cents per ride.

CSH provides gas cards to eligible participants in the Welfare Transition program. For the provision of other transportation-related support services, CSH partners with ALPI, Catholic Charities, and Veterans services as appropriate.

In addition, the recently established Heartland Regional Transportation Planning Organization (HRTPO) coordinates transportation plans for a six county area, (DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee), including the cities of Sebring and Avon Park. This organization provides the forum for local elected officials, county and municipal staff, transportation industry experts, and the public to work together to improve transportation in the designated area. Select CSH Executive Board, Board and staff members participate either directly on the HRTPO Board or indirectly on the technical, citizens, and/or mobility committees, which are designed to offer input into the planning and developing multimodal transportation options.

- (5) Coordination of Wagner-Peyser Services:** Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).

In 2000, the Department of Economic Opportunity gave local Boards the authority to provide local guidance and day to day supervision to Wagner-Peyser (WP) funded state merit staff. This forward-thinking action has led to full integration and maximum coordination of service delivery in the local workforce system.

Basic Career Services made available by WP staff include:

- Center orientation; participant registration into Employ Florida; initial assessment; job matching; resume review; referrals to job openings;
- Presentation of information and/or referrals to other services available through the one-stop delivery system;

Basic Career Services are made available to all individuals seeking services served in the one-stop delivery system, and include:

- Center orientation; participant registration into Employ Florida; initial assessment; job matching; resume review; referrals to job openings;
- Presentation of information and/or referrals to other services available through the one-stop delivery system

Individualized Career Services made available as appropriate by WP staff, in coordination with career center partners, include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include:
 - ✓ Diagnostic testing and use of other assessment tools; and
 - ✓ In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of individual employment plans, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;

- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- Referral to English language acquisition and integrated education and training programs.

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

CSH is committed to facilitating cooperation throughout its four-county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service.

CSH recognizes Adult Education and Literacy as a critical component of workforce/talent development in the local career center delivery system and understands that individuals who can benefit from adult education and literacy services can be expeditiously identified and served using a shared referral/placement concept through the local career center delivery system. As such, CSH has established MOUs with our local Adult Education and Literacy providers to collaborate and establish the organizational framework to integrate the delivery of program services offered and to provide services in a coordinated, seamless and customer-friendly manner.

Each MOU details funding guidelines, expectations surrounding delivery of adult education and literacy activities, requirements to serve individuals with disabilities, and performance of responsibilities as required by the Workforce Innovation and Opportunity Act, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Participate in rigorous evaluations that support continuous improvement of local career center systems by identifying which strategies have proven more effective for targeted populations
- C. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- D. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- E. Provide links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- F. Utilize technology wherever possible to enhance service delivery.

Each partner has agreed to: participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate, with the expectation that these activities will include full integration of workforce development services by partners so that services will be delivered in a seamless manner; be familiar with the array of services provided by the other; and mutually refer potential candidates.

CSH reviews the applications of providers wishing to provide adult education and literacy services under Title II (WIOA funds), and evaluates these applications according to the minimum requirements as noted under subparagraphs (A) and (B)(i) of section 107(d)(11) and sections 231, 232, and 233.

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

LWDB 19 promotes the reduction of Welfare Dependency by coordinating workforce investment activities to help reduce welfare dependency by taking the approach of skills upgrades that are relevant to finding and retaining employment for our participants in both TANF and SNAP. From the point of referral both TANF and SNAP participants are assessed both formally and informally with online assessment to determine the correct path and skills needed to become gainfully employed. All participants are given a basic assessment which covers skills, work history, education levels and a series of questions which allows the Career Specialist to help each participant build a solid plan to guide them towards employment opportunities and occupations that are suitable. Each TANF and SNAP Career Specialist is prepared to work with each participant individually and in small group settings to deliver resources and program assistance in our local area.

Staff guides participants with a proactive approach to assist in self-sufficiency by focusing on the individuals short term goals while simultaneously developing a plan of action and roadmap to assist in guiding the participant towards employment. LWDB 19 staff continues offering educational opportunities that are in high demand and short-term training, as available, that will hopefully streamline the process from welfare to work and in return reduce the recidivism rate and reduction of welfare dependency.

Many of the individuals that are dependent on welfare are provided additional services in our local area to further assist in reaching their goals in an expedited manner. Our TANF population receives an array of services while participating in the program that will eliminate or minimize barriers and roadblocks to employment. Some of the services are childcare, clothing, tools for work, and car repairs. Individual participant referrals are also provided to further assist with wrap around services between LWDB 19 and local community service agencies that can assist with services such as rent and other payments to ensure barriers are being eliminated while the participants work towards self-sufficiency. In addition to the activities and services that are being provided to our participants to help with the reduction of welfare dependency, LWDB 19 assists their TANF/ SNAP population with OJT opportunities

and dual enrollment into WIOA, where appropriate, and provides additional services that may be beneficial to the participant and help them to become gainfully employed. Pre-vocational services, including work experiences, communication skills, interviewing skills, and preparing participants for interviewing and work experiences that link to careers helps tie it all together. By offering an array of services and coordinating with other available programs / agencies, we help ensure that the reduction in the welfare programs reaches an all-time low and keeps the recidivism rate low. This will ensure that our area is successful in its approach to moving people into employment.

(8) Cooperative Agreements: Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination. Establishing cooperative agreements is a high priority for CSH. We have existing Memoranda of Understanding (MOU) with numerous partners to include Vocational Rehabilitation and the Division of Blind Services. The MOUs delineate the relationships, outline shared resources, facilities/office space, shared staff if appropriate, service coordination, referral processes, and information sharing protocols.

CSH works closely with: The Arc Ridge Area, and the Divisions of Vocational Rehabilitation and Blind Services to provide services to individuals with disabilities; the local Sheriff's offices, Florida Department of Law Enforcement, and Florida Department of Corrections, to provide outreach to offenders; and the educational system to assist those individuals who are basic skills deficient. The mix of services provided to a customer depends upon his/her needs and choices, as well as the eligibility of the individual. Career centers are organized so that customers can access a resource room and self-directed Basic Career Services.

To aid in the development of employment opportunities for persons with disabilities, each career center has designated staff trained to assist customers with information concerning accommodations, placement services, and counseling.

As the state further defines the roles of each core partner statewide, cooperative agreements will be updated to define roles and responsibilities.

DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)).

A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.

All of the required WIOA partners are included in the CSH delivery system, with services provided on-site or through technology. Programs administered by CSH, or contracted through, including contracted services, include: Adult, Dislocated Worker, and Youth programs under title I of WIOA; Employment services under Wagner-Peyser; Trade Adjustment Act activities under chapter 2 of title II of the Trade Act of 1974; Jobs for Veterans Grant (LVER and DVOP); Components of the Reemployment Assistance program operated by DEO; Workforce related activities through Temporary Assistance for Needy Families (TANF) as authorized under part A of title IV of the Social Security Act and the draft WIOA rule; and effective January 1, 2016, the mandatory Supplemental Nutrition Assistance Program (SNAP) E&T program.

Partner Program Coordination:

For planning and program implementation, of the programs not administered by the LWDA, Memoranda of Understanding are in place with:

- DeSoto and Hardee County School Districts, and with Indian River and South Florida State Colleges, for the planning and delivery of Adult Education and Literacy programs authorized under Title II;
- Division of Vocational Rehabilitation (DVR) and Division of Blind Services (DBS) for services to individuals with disabilities. DVR is presently collocated in two of our Centers to enhance communication and coordination of service delivery. A Resource Sharing Agreement (RSA) is in place with The Arc Ridge Area for the same purpose;
- Agricultural and Labor Program, Inc. for employment and training activities authorized under the Community Services Block Grant Act.

- An RSA is in place with The AARP Foundation (Senior Community Service Employment Program [SCSEP]) for coordination of activities and services authorized under Title V of the Older Americans Act of 1965. The AARP Foundation is collocated in our comprehensive center.

CSH has been included by school districts and South Florida State College in the coordination of Carl D. Perkins grant applications, and Career and Technical Education activities.

A representative from the Department of Children and Families is a current CSH Board member. This membership allows for regular input into the strategic planning and implementation efforts of our local workforce system.

There are no sponsored Employment and Training activities carried out by the Department of Housing and Urban Development (HUD) in this area. Local housing programs refer individuals to CSH for those services. However, to promote planning and implementation, the Executive Director of the Avon Park Housing Authority (HUD sponsored programs) and the Deputy Director of Florida Non-Profit Housing Migrant Seasonal Farmworkers) are offered community membership seats on a CSH Board committee. Community members are voting members of the designated committee, although non-voting members of the Board.

Programs authorized under the Second Chance Act of 2007 are not available in our local area. However, CSH works closely with local law enforcement, probation and parole, juvenile justice, and corrections entities to obtain input into the strategic planning and implementation efforts of our local workforce system.

- B. Identify any non-required partners included in the local one-stop delivery system.
Please see above response, and review copies of all executed MOUs, Attachment 5.
- C. The LWDB, with the agreement of the chief elected official, shall develop and enter a memorandum of understanding between the local board and the one-stop partners.
Please provide a copy of sector executed MOUs (WIOA §108(b)(6)(D)).
Please see copies of all executed MOUs, Attachment 5.

(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.

A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

Service provision to and maximum integration of individuals with disabilities has been addressed throughout this document. To ensure physical and programmatic accessibility for individuals with disabilities, an ADA survey is completed on all facilities prior to lease signing. ADA computer stations are available at each site, and TTY/TDD is available via the Florida Relay Service at "711". Auxiliary aids and services are available upon request to individuals with disabilities. There is no Center for Independent Living located within this local area.

CareerSource Heartland designates four days in each year for staff development and training; subjects such as addressing the needs of disabled individuals are regularly covered, with speakers from local organizations invited to address the staff.

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

Career centers in LWDA 19 assist job seekers with disabilities and annually assess for physical and programmatic accessibility. This includes, but is not limited to, ensuring assistive technology and materials are in place, and front-line staff are trained in the use this technology. In addition, CSH and its partners located within the career centers ascribe to the principles of universal design of the facility, materials, service delivery and technology whenever and wherever possible and practical, including the following seven core principles:

1. Equitable Use. The design is useful and marketable to people with diverse abilities.
 - a. The same means of use is provided for all users; identical whenever possible; equivalent when not.
 - b. We avoid segregating or stigmatizing any users.
 - c. We ensure provisions are made for privacy, security, and safety to be equally available to all users.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
 - a. We provide choice in methods of use.
 - b. We adapt to the user's pace.
3. Simple and Intuitive Use. The design is easy to understand, regardless of the user's experience, knowledge, language skill, or current concentration level.
 - a. We eliminate unnecessary complexity.
 - b. We try to always meet the users' expectations.
 - c. We accommodate a wide range of literacy and language skills.
4. Perceptible Information. The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
 - a. We use different modes (pictorial, verbal, written) for redundant presentation of essential information.
 - b. We maximize "legibility" of essential information.
 - c. We make it easy to give instructions or directions.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
 - a. We arrange facility furniture, equipment and walkways to minimize hazards and hazardous elements are eliminated, isolated, or shielded.
 - b. We provide fail safe features.
6. Low Physical Effort. The design can be used efficiently and comfortably and with a minimum of fatigue.
 - a. Allow user to use reasonable operating forces.
 - b. Minimize repetitive actions.

- c. Minimize sustained physical effort.
- 7. Size and Space for Approach and Use. Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.
 - a. We always attempt to provide a clear line of sight to important elements for any seated or standing user.
 - b. We make reach to all components comfortable for any seated or standing user.
 - c. We provide adequate space for the use of assistive devices or personal assistance.

C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)). Our mobile device-friendly website has links to EF and to local labor market statistics, and frequently highlights the latest available service offerings to our clients. We make extensive use of social media applications, such as Facebook, to bring our clients the latest job openings, employment news, and articles that offer employment-related advice and guidance.

In addition, CSH partners with Indian River State College and South Florida State College, with DeSoto and Hardee County School Districts and with Highway Park Neighborhood Council, electronically linking services and information related to adult education and literacy and job training programs, and providing job search, career exploration, and job readiness assistance to regional job seekers.

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

For the provision of job search activities, individuals can register and seek employment using EF anywhere the internet access is available. Newly registered individuals receive a welcome communication from CSH, delivered via email, text, or phone depending upon customer choice. Similar communication methods are used to contact customers for recruiting, job matching, monthly follow-up, event notification, etc.

Our CSH website offers information on services available as well as links to resources, services and partners' services. We are in the process of adding links to the websites of our training and adult education and literacy providers, each of which will also be adding a link to our website.

Access to our career center orientation is available in both English and Spanish through our website.

CSH promotes and makes available online skills programs (i.e. Alison, GCF Learning) that offer a full line of courses to enhance work readiness and job skills.

It is important to note that internet accessibility in many parts of our rural area remains problematic. For this reason, CSH continues to support efforts to strengthen broadband capability throughout our local area.

Also, a majority of our job seeking population remains unfamiliar or uncomfortable with computers in general. This discomfort carries over to online job searching, resume development, completing applications online, etc. For these individuals, CSH offers a basic computer skills workshop, followed by hands-on experience. Assistance and guidance is provided through resume development and upload, navigating through employment websites, and completing applications online.

CSH continues in transition mode, working diligently toward offering additional services in a virtual or electronic format.

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

CSH has been a direct service provider and one-stop operator since 2008. Following WIOA guidelines and guidance from the State of Florida, CSH issued an RFP for a One-Stop Operator in February 2017. Public notice was placed on our website and seventeen additional solicitations were emailed to eligible entities. One proposal was received. That proposal was evaluated by members of CSH's Finance and Operations Committee, and the results were presented to the CSH Board of Directors in April 2017.

Based on various factors, our Board elected to reject the proposal and submit a request to CSF to continue to serve as the One-Stop Operator for this local area. CSF and DEO guidance was followed, and the request was submitted on May 31, 2017. CSH received notice in June 2017 that DEO had reviewed the request and recommended approval to CSF. CSF officially approved our request in August 2017.

Full details of CSH action taken to ensure competitive process for selection of the one-stop operator can be found in the full request packet submitted to CSF on May 31, 2017.

CSH can certify that its One-Stop career centers meet certification requirements as per CSF policy. As of July 1, 2017, CSH has been designated as a One-Stop-Operator; prior to July 1, 2017 CSH was able to certify that we met all requirements per policy.

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

Administrative Policy 93 identifies continuous improvement criteria which includes compliance with all CSF statewide branding, local branding and national branding standards and practices; demonstration of compliance with staff training and skills certification; and established procedures to capture and respond to employer and job seeker feedback. CSH demonstrates compliance with this criteria in all areas.

To better serve both employers and job seekers, CSH has instituted job matching activities. For each new job order, and again for long-standing job orders with no referrals, staff conduct system searches for qualified candidates, and personally contact individuals who appear to meet minimum qualifications. When staff members are unable to identify registered job seekers who meet the business's minimum qualifications, job training options are discussed with the employer. This practice has been very well received by registered job seekers and has been helpful in meeting the needs of local employers.

In addition, CSH has adopted a culture of customer service, including the expectation that staff go above and beyond to exceed customer expectations. Customer satisfaction survey results and comments indicate we are consistently meeting this expectation.

DESCRIPTION OF PROGRAM SERVICES

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

CSH – LWDA 19 – serves DeSoto, Hardee, Highlands, and Okeechobee counties. South Florida State College, Indian River State College, and the local area school districts work closely with CSH to ensure that programs are aligned to the greatest extent possible. Our focus is on creating a globally competitive workforce to facilitate economic development, and to promote prosperity for existing and future business and industry, as well as our communities.

CSH Core Programs include:

- Workforce Investment and Opportunity Act - Adult, Dislocated Worker and Youth Services
- Wagner-Peyser
- Welfare Transition
- Trade Adjustment Act
- Supplemental Nutrition Assistance Program
- Migrant Seasonal Farm Worker Program
- Local Veterans Employment and Disabled Veteran's Outreach Programs
- Senior Community Service Employment Program

The local school districts and South Florida State College coordinate Carl D. Perkins applications with CSH. Referral partnerships are in place for Vocational Rehabilitation, Division of Blind Services and Adult Education. We are in the process of working with these partners to develop closer service delivery processes.

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

CSH procurement policies comply with CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other applicable federal or state procurement requirements for all goods and services. CSH competitively procures all goods and services meeting the established competitive procurement threshold. Competitive procurements will be conducted in a manner which provides for full and open competition. Requests for Proposal (RFP) or similar procurement mechanisms are made available to the public through public advertising and/or the CSH website. RFPs are reviewed, rated and ranked for the Board’s consideration in the selection of the sub-grantee award.

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

CSH has an extensive outreach network in place to create community awareness regarding available employment and training services and all employment events. Career centers provide access to individuals with barriers to employment:

- Each career center has a Disability Specialist available to assist customers with disabilities in navigating CSH services and provide referrals to appropriate community agencies/services.
- Two combined positions incorporating services of the Disabled Veteran Outreach Program (DVOP) Specialist and the Local Veterans Employment Representative (LVER) provide intensive case management, and employment and training services to Veterans with significant barriers to employment.
- Bi-lingual staff (Spanish/English) members are available to communicate with our Spanish speaking customers.
- Area correctional institutions are aware of and refer exiting inmates to employment, training, education and support services through our career centers.

Year-round marketing and community partners facilitate awareness of, and access to, our programs. CSH career centers have computer labs and staff to assist customers in job search as needed. All locations host hiring events at employers requests and work with partners to publicize the events to all populations, including individuals with barriers.

CSH maintains a website with access to EF and a calendar of hiring events and workshops. A “hot jobs” link is updated regularly with new employment offerings.

By working closely with providers of education and training in our local area, CSH can facilitate career pathway opportunities for eligible individuals. CSH career specialists are well versed regarding programs and services to allow for seamless service delivery and co-enrollment when appropriate.

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

Key Industry Sectors for LWDA 19 are: Healthcare and Life Sciences, Logistics and Distribution, Biofuels and Renewable Energy, Niche Manufacturing (Aviation, Food and Beverage, Plastics, and Building Component Design), Information Technology, and Agriculture.

CSH Board and partners have adopted a Sector Strategies initiative as an effective method for identifying and responding to the employment and training needs of growing industry. Healthcare and Advanced Manufacturing have been identified as the industries of focus for our local area.

We have established strong partnerships with our business, economic development and education partners to ensure that we are balancing the need to follow the targeted occupations list with horizon jobs. We operate as a demand-driven system and are aware it is critical to align the timing of training individuals into key sectors to the availability of jobs for the graduates. These collaborative efforts ensure that curriculum aligns with the knowledge, skills and abilities needed to produce a highly effective workforce.

(5) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c)(1)(A)(iv)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:

CSH's approach to maintaining strong relationships in targeted sectors is multi-faceted and proactive, starting with the direct interaction of our Business Operations team members with industry representatives. We maintain a strong community presence among local businesses through face-to-face meetings intended to identify the individual businesses' human resource and employee training needs and helping to discern which CSH services can best help meet those needs. CSH assists with business recruiting efforts and offers alternative solutions, such as Customized training, On-the-Job training, and Work Experience opportunities, when talent shortages arise.

CSH staff members work closely with local chambers of commerce, education, and economic development partners to provide employment related solutions to new businesses, and to identify the talent and training opportunities needed to support emerging industries. Staff members also participate on local advisory boards designed to identify the employment and job training needs of industry.

In addition, CSH's Executive Board and Board of Directors voted to adopt the Sector Strategies approach as a more effective method of conducting business. Sector strategies are industry-focused, demand-driven approaches to build a skilled workforce that meets regional business needs, now and into the future. Our Board identified Healthcare and Advanced Manufacturing as the industries of focus for our geographic area.

CareerSource Florida (CSF) has provided technical assistance to help us move forward, connecting us with an experienced "consultant" who has provided us with numerous documents and tips for success, and assisting with the review and presentation of various elements of data.

A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used);

The decisions made to date have been based on data made available through Chmura JobsEQ, local labor market information and statistics presented by the Florida's

Department of Economic Opportunity's (DEO) Bureau of Labor Statistics department (including monthly data releases, Regional Supply and Demand, Employment Projections, Help Wanted On-Line Ads) and local demand occupations input received from businesses, board members, and community partners.

Local businesses, partner agencies, and private sector board members provide critical input in the identification of growing and emerging occupations/industries.

Our four-county economic development partners have identified Agriculture, Biofuels and Renewable Energy, Healthcare and Life Sciences, Information Technology, Logistics and Distribution, and Niche Manufacturing/Processing (aviation, building component design, food and beverage and plastics) as Targeted Industry Clusters. Industry clusters were prioritized by reviewing local industries' growth projections and hiring demands, infrastructure available to support business attraction and retention, and a review of a regional Industry Cluster Analysis completed in 2010. Although the analysis is now eight years old, comparison of the current data to that which was presented in 2010 resulted in the determination that most of the conclusions and recommendations remain valid.

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

In June 2017, industry representatives, CSH board members, government officials, and education and economic development partners came together to create a common vision for this initiative. The vision statement is: Engaging Florida's Heartland Region to Expand Economic Prosperity. This vision reflects the "buy-in" of our four-county community to address skill gaps and create meaningful career pathways in key targeted growth industry sectors. All meeting participants agreed to focus first on the needs of Advanced Manufacturing, since numerous solutions are already underway for the Healthcare Industry. Participants also agreed that the next step of this process will be the presentation of data, with the intended goal to identify a few related occupational positions to focus on in the Advanced Manufacturing industry. Toward that goal, a variety of related regional data elements have been prepared for presentation. CSF has assisted with this process.

In addition, CSH's Business Operations team members are currently conducting surveys with local Advanced Manufacturing employers, to better present talent needs to enhance the informed decision-making process.

C. Describe how the local area ensures that the sector strategies are driven by industry;
Please see responses to 5, 5A and 5 B, above.

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

Still in the early stages of the Sector Strategies initiative, the actual impact to the alignment of service delivery systems has not yet been recognized. However, this initiative should result in the development of integrated, sector-driven career pathways with demand-based talent solutions. We already are experiencing enhanced relationships with our education and training partners, with a stronger emphasis on the voice of industry. This strategy should result in resource sharing and the development of customized solutions to meet the current and future employment needs of high growth industries in our area. Rather than training in a specific occupation, this strategy should result in training across occupations within an industry, with a focus on retention and advancement within a company.

E. Describe how the local area transforms services delivered to job-seekers/workers and employers through sector strategies:
and See response to 5D, above.

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

Still in the early stages of the Sector Strategies initiative, we are awaiting further guidance and direction from the State concerning appropriate measures. We recognize that the WIOA common measures should provide an indication of whether implemented strategies are working, and will initially use those statistics to evaluate success of actions taken. Should performance not meet local expectations, programs and actions will be reviewed and revised as deemed appropriate.

Solid data will be used to improve, measure and sustain sector strategy initiatives. For our current initiative, the data that was used to identify advanced manufacturing as our initial

target industry can serve as our baseline. Success of the initiative can be measured by an increase in advanced manufacturing job placements and related employer satisfaction surveys. In addition, an increase in local related job training options (manufacturing training opportunities including on-the-job training, employed worker, incumbent, or customized training, apprenticeships, work experience environments, and traditional training offered through Individual Training Account (ITA) awards and completions), will serve as measures of success.

Annually, we look at the data concerning successful completion, related job placement, and entry-level wage rate outcomes of our ITA and work-based training programs to substantiate continuation of CSH support of those options. CSH may discontinue support for programs that fail to meet locally established performance requirements or may work with the provider to develop strategic initiatives/corrective action plans designed to accomplish desired results. Similar data will be used to evaluate and measure the success of sector strategies.

Successfully developed strategies will include the identification of shared resources among businesses, education, workforce, and other stakeholders to ensure the sustainability of those strategies.

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

On an annual basis, DEO provides to CSH the Regional and State Demand Occupations (DOL) list, sometimes called the Targeted Occupations list (TOL). Staff compares the regional list with locally available training programs, historical employment needs and job orders, wage rates, and employer requests. The initial list is shared with CSH's Board of Directors and staff, educational representatives, economic development representatives, Chambers of Commerce, and local businesses, who are invited to provide input on occupations/training needed to support area business initiatives, recruitment goals, and retention needs. Recommendations with appropriate data are added to the draft local DOL. Once the list has been compiled, a final DOL is presented to the CSH Board of Directors for approval. Based on the final DOL, CSH works closely with local training providers to identify and develop training opportunities for these in-demand occupations.

(7) Employer Engagement: Describe strategies and services used in the local area to:

- A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
- B. Support a local workforce development system that meets the needs of businesses in the local area;
- C. Better coordinate workforce development programs and economic development; and
- D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).

The leadership of CareerSource Heartland has determined that the primary customer of our workforce system is the business community that creates the jobs our workers need (demand-driven concept). The Business Operations Team plays a vital role in performing outreach to our businesses and collaborating with our Economic Development Organizations, Chambers of Commerce, Education, and other key partners to enhance the economic viability of our communities and local area.

The Board follows the “Carver” Model of Governance (Attachment 4), allowing Organized Labor members the same strategic planning and oversight functions as regular board members. By working together with our partners, we gain valuable insight into targeted industries and can help shape the workforce pipeline that our local economy demands.

As previously stated, economic development is the engine that drives our local economy. Workforce development is a prime component, or “the people part”, of economic development. Businesses cannot grow or even remain productive without workers, which are their lifeblood. The labor force, our job seekers, is the product that we deliver. We must understand the workforce market and know what businesses need – what the demand is. It is our job to know our workforce inventory, make sure it has received the proper preparation (which in our case may be training or employability skills), and help connect the business community with our most qualified workers, in the most efficient and user-friendly way possible.

Our focus and principal objective is to employ a successful career development system - one that supports business growth, innovation, and global competitiveness. This focus centers on the skill sets needed in the local labor market and how workers can obtain those skills through education, training, and job succession. We assist in workforce

preparation to promote: wage progression through rapid attachment to the workforce, continual skills gains, and personal development activities. The Business Operations Team works to expand our local workforce system's capacity to be demand (market)-driven, responsive to the needs of local businesses, and a contributor to the economic well-being of the community. By doing so, we promote workforce quality, enhanced productivity and economic competitiveness for our entire local area.

The Business Operations Team is the outside sales force of our organization. Their responsibilities include developing new business relationships and evaluating the workforce needs of businesses. They are the principal representatives of CSH to the business community, and therefore, must present a positive image of our organization. Through interaction with the businesses and community partners, they glean vital information related to workforce market demand. They develop expertise on targeted industries within our LWDA and stay abreast of business trends. They answer business inquiries on a variety of issues ranging from tax incentives to fair labor practices, and refer businesses for other community resources, as appropriate.

Local businesses face significant challenges daily with shortages of qualified labor, the need for more highly skilled workers, relevant labor market information, and the ability to retain quality staff. CSH strives to become the direct line of communication for all business workforce needs and increase market share over the traditional recruiting and hiring mechanisms used by most employers. We also strive to become the workforce "center of excellence" for the four-county area and can do so with increased value-added services to our business customers. Value-added services are those that are offered beyond the basic job listing for an employer. The Business Operations Team's challenge is to continually assess employers' needs and deliver timely results that meet those needs.

A broad menu of services is available to the businesses to not only address the employers' existing workforce needs, but also to anticipate and prepare for future needs. Following is a partial listing of activities the Business Operations Team considers providing effective outreach to the business community.

1. Increase the level of penetration to the businesses, their understanding and knowledge of available services, and the different incentives available for employers to recruit, train,

and retain employees. This is enhanced through a successful marketing program, which consists of presenting our message to the business customer. Key components of marketing include advertising, public relations, and direct contact. Emphasis is placed on the use of the Employ Florida (EF) system.

2. Conduct an analysis of existing labor market conditions within the region to identify skill gaps between an employer's needs and the skills of available workers. If there is a shortage of a qualified labor pool, career center staff will screen for eligible candidates with the potential for additional skills training utilizing WIOA funds. An effective Job Matching program is an asset in finding the best qualified candidate for filling vacancies or offering possible training opportunities. Every effort is made to assist employers to expand their access to the potential labor pools consisting of youth, older workers, individuals with disabilities, and other targeted populations. For the employed worker lacking the skills necessary for advancement, customized training may be an alternative to upgrade skills. If an employer has a hard to fill vacancy and can train the right candidate, On-the-Job Training (OJT), or in some cases, Work Experience (WE), may be an appropriate course of action.

3. Assist businesses with developing effective non-traditional training modalities that can respond to rapid changes in business workforce needs and technology. Assist with the coordination of the appropriate training provider for technical assistance and identification of a program curriculum and instructor, as necessary.

4. Analyze the workforce development needs of new or expanding businesses and offer solutions that can be provided through CSH. This includes developing customized training agreements with employers or industry groups of employers. Encourage and assist employers with applications for FloridaFlex options (Quick Response and Incumbent Worker Training) through coordination with CareerSource Florida, Inc.

5. Understand the nature of businesses operating in our rural area and deliver workforce services in a manner that recognizes the urgency of the marketplace, hiring cycles, and patterns or seasonal staffing needs. This includes educating the employer on special incentive programs, such as Work Opportunity Tax Credit, and the Federal Bonding initiative.

6. Identify job openings with area employers, obtain the necessary job information (job title, minimum qualifications, pay, etc.), and provide applicable information to the career center's Business Services Assistant for posting job orders for potential referrals of job seekers. This also includes customized recruitment assistance, including advertising. Effective coordination is necessary between the Business Operations Team and the job seeker team to ensure proper and ongoing feedback is provided to the employer on the status of job opening(s), including number of referrals made.

7. Host and facilitate job fairs and hiring events, including those targeting non-traditional jobs, and assisting with job placements.

8. Host business roundtable discussions and business advantage seminars, or similar events, for local businesses. Topics are determined based on the needs and/or workforce concerns of the business community.

9. Provide outplacement assistance for downsizing and business closures, in support of, and in collaboration with, the local workforce REACT team.

10. Confidentially track employer information for trend analysis on services provided. Use this information to follow-up with employers to assess their satisfaction and need for further assistance.

11. Coordinate with our economic development, education, and chamber of commerce partners to expand their knowledge of workforce development and include our local strategy into their respective programs.

To strengthen linkages between the one-stop delivery system and unemployment programs, our resource room staff members guide candidates through the on-line application process for re-employment assistance (RA) benefits. Candidates are provided our one-stop center orientation which outlines the services offered through our centers and are advised of services available to assist them in becoming re-employed, including but not limited to, workshops, hiring events, training programs, and mock interview opportunities. Resource room staff also assist customers with navigating the CONNECT system to claim their weeks for re-employment assistance and help guide customers to DEO when issues with their RA claims arise. Our resource rooms have phones available

to connect customers with DEO for claims assistance. All customers coming into the one-stop careers for employment or RA are required to register in Employ Florida and look for work.

In addition, CSH facilitates the Priority Reemployment Planning Program (PREP), designed to address the reemployment needs of RA claimants by identifying and providing program services to new claimants who are most likely to exhaust their regular benefits before returning to work.

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

CSH's priority of services is established for Veterans, Veterans' spouses, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Basic skills deficient criteria is established as an individual who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society. The established priority will be used in the provision of individualized career and training services. Once those who are a top priority have been served, others applying for assistance will be served on a first-come, first-served basis.

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

CSH limits ITAs to classroom training for individuals for occupations listed on the DOL, also known as TOL. Training vendor agreements are used for training programs approved annually based on occupations listed on the DOL. The amount of an ITA may be increased or decreased depending on the needs of the customer but may not exceed the cap. CSH seeks training with credential options to begin or extend career pathways.

Agreements and contracts for services are used for On-the-Job Training (OJT), Customized Training (CT), Employed Worker Training (EWT), or when the Board determines there is a community-based or private organization with a training program of demonstrated effectiveness that serves special participant populations facing multiple barriers to employment, including low-income individuals with substantial language or cultural barriers, offenders, homeless individuals, and other hard-to-serve populations as defined by the Governor. Demonstrated performance includes consideration of program completion rates, attainment of skills, certificates or credentials earned, placement after training, and employment retention.

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

The Board assures that local career centers and partners will adhere to the principles of customer choice as outlined in provisions of WIOA. Customers interested in training services must select a field from the Demand Occupations List and meet eligibility criteria. Training programs and training provider information is available at all CSH career centers. Career Specialists provide career assessment and career counseling services to assist customers in developing their career pathways. Customers will work with Career Specialists during the selection process to analyze cost and how to coordinate financial resources, allowing them to make an informed decision.

Each customer will be given the opportunity to choose a training program and provider, while considering their own needs and preferences, based on the data indicating the success rate of students completing the program, obtaining a credential (if needed for that occupation) and finding employment.

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

A. Describe any ITA limitations established by the board;

ITAs are used to provide financial assistance to eligible WIOA Adults and Dislocated Workers. CSH has established a priority/most in need policy to identify individuals with barriers to employment and to ensure priority of service to Veterans. Those customers identified who are Veterans and/or have barriers to employment (TANF, SNAP recipients, homeless, basic skills deficient) will be placed as the first to be served through an ITA.

CSH provides ITAs for eligible WIOA clients in need of financial assistance to obtain the job skills necessary for employment leading to self-sufficiency. ITAs are issued for approved training programs and training providers and may be used for the payment of tuition and books necessary for academic progress, or other expenses associated with education and training, as previously authorized on the specific program expense sheet billed by the training provider.

All ITA training is limited to two years in duration and must result in the attainment of industry-recognized credentials or certifications, an Associate's degree, or a Bachelor's degree. Priority of ITAs is given to vocational and technical programs lasting not more than twelve (12) consecutive calendar months. However, consideration is given to those programs not lasting more than twenty-four (24) consecutive months including those instances of customers having current academic credit. In no instance will CSH fund all four (4) years of a customer's post-secondary education. Funding for baccalaureate level training must receive prior approval by the CSH President/CEO or designee. Funding for education and training beyond the baccalaureate level is limited to certifications. Exceptions to these limitations require the prior approval of the CSH President/CEO or designee.

The threshold for allowable investment is \$7,500 per customer specific to training related to CSH's Sector Strategies Advanced Manufacturing Initiative, \$5,000 per customer entering training in a Targeted Industry and \$4,000 per customer entering training in a Non-Targeted Industry. Exceptions to this threshold must be approved in advance by the CSH President/CEO. The above thresholds do not include supportive services required for participation in training.

B. Describe any exceptions to the use of ITAs.

Exceptions to the use of an ITA are On-the-Job Training, Customized Training, Employed Worker Training, work-based training (i.e. work experience), and, in some cases, youth training.

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

In support of microenterprise and entrepreneurial efforts, CSH partners with the University of South Florida Small Business Development Center, IMBiz, Inc. Business Development Center, and Highway Park Neighborhood Council. These organizations provide support and guidance to budding entrepreneurs. Each offers a review of business feasibility, as well as guidance and training concerning: the legal structures of businesses; business plan development; marketing studies and strategies; bookkeeping/accounting/recordkeeping processes; and understanding financials and developing financial projections, thus providing the critical foundations all entrepreneurs need to know to become successful in business.

Individuals who express interest in microenterprise/entrepreneurial training are also referred to local economic development organizations and the Small Business Association. Co-enrollment in core programs is strongly encouraged.

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

Apprenticeship opportunities are limited in this local area. Individuals interested in apprenticeship opportunities are generally referred to us directly by our local colleges. These referrals are handled on a case-by-case basis. We offer support and provide input as needed to entities looking to expand apprenticeship opportunities.

Two CSH staff members are participating in Apprenticeship workgroups established and overseen by CSF. Group members are actively involved in identifying possible actions to increase apprenticeship opportunities in Florida.

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

Along with the provision of traditional training, work-based training options have proven to be an effective means of upgrading the skills of existing workers in this area and addressing the needs of high-value businesses. Work-based training options include customized training, on-the-job training, and work experience opportunities. CSH prioritizes work-based training options to businesses in the regionally identified Targeted Industry Sectors (Healthcare and Life Sciences, Logistics and Distribution, Biofuels and Renewable Energy, Niche Manufacturing [Aviation, Food and Beverage, Plastics, and Building Component Design], Agriculture and Information Technology). These industries were identified through analysis of labor market information, data provided by Enterprise Florida, local economic development organizations, community government and business, Catalyst Project determination and the Local Demand Occupations List. These industries add value to the local economy through the need for higher skill sets and payment of wages which allow for self-sufficiency.

Work-based training is prioritized to employees of businesses for occupations on the Demand Occupations List. Since its inception, ongoing changes to local work-based training options have included updating and streamlining of the application and agreement processes for employer ease, and refinement of the targeting process. Emphasis is placed on training to growing and emerging industries with high paying jobs that are in demand in the region. Non-profits as well as for-profit companies are served because our targeted sectors include life sciences which often include not-for-profit hospitals and bio-tech non-profit companies. Economic developers, community partners, and educators are included in our marketing efforts to increase usage of the area's services.

The Board reviews labor market data and adjusts programs to meet the changing needs of the local area. Data is shared among community leaders, economic developers, chambers of commerce, business leaders, and board members.

Work-based training options are used to provide additional skills necessary for individuals to move up the career ladder, which may result in pay increases or promotions.

Surveys, business visits, consultation, media and marketing tools, provide businesses with information regarding the availability of funding to assist in providing skills-upgrade training to employees. Interested businesses must submit a completed work-based training application for funding consideration.

Employed individuals who are full-time, part-time, working poor with varying learning levels are evaluated and determined in need of training individually according to CSH policy. Funding is designated following state guidelines and based on evaluation of the training program and CSH funding levels.

(15) Service Provider Continuous Improvement: Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job-seekers (WIOA §108(b)(6)(A)).

Performance is evaluated through detailed objectives reflecting the goals of CSH. An overall system-wide approach is used to review processes and performance issues. Supervisory staff is assigned the core programs and services to be monitored to ensure all federal, state and local regulations and policies are followed. If areas of concern are noted, technical assistance and training are provided to front-line staff to ensure they understand the requirements.

As new tools for job seekers and businesses are developed, we include staff feedback to ensure buy-in. Staff is included when information is delivered by subject matter experts to ensure staff remains aware of customer needs and suggestions for improvement. PowerPoint presentations and other materials developed are housed on our shared drive for staff use and review.

Periodically, internal focus groups review current local practices and performance and make recommendations for actions to be taken as appropriate. These groups also review best practices identified by other regions and work to incorporate these practices into our processes as appropriate.

Youth services are contracted out through a competitive procurement process. Internal monitoring is conducted to ensure all 14 program elements are made available to the youth; 75% of the youth served are out-of-school; and monitoring of agreements, safety and supervision are being provided. Corrective Action Plans are required if major issues are found.

Eligible training provider performance is reviewed annually to ensure training resources are utilized to increase the skills of individuals in targeted industries. Eligible training providers are monitored regarding number of enrollees, both WIOA and non-WIOA participants; WIOA outcomes and performance, and placements. In addition, eligible training providers must meet state requirements to become a provider and CSH reviews the programs they offer, and approves the individual training programs to ensure they align with local employer demands and economic development initiatives.

DEO also monitors all programs and services offered at the career centers as well as youth contractors. All monitoring reports conducted by the State are provided to the Board for their review.

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

LWDA 19 is rural in nature, and offers entry-level employment opportunities in retail, hospitality, and service industries. Employment opportunities offering self-sufficient wages in the area, such as positions in the Health Care, Education, and Corrections industries, require a high school diploma and training beyond high school. Businesses of all types express a common need for soft skills, including the ability to solve problems, think creatively, and follow a work schedule. CSH works closely with the local school districts, Heartland Educational Consortium, juvenile justice organizations, businesses, Home Builders Institute and the local state colleges to develop and implement programs that will help create a pipeline of youth who have both the hard and soft skills needed to enter and maintain employment in the

demand occupations of the area. In this area, the local school districts, South Florida State College, and Indian River State College have implemented alternative high school opportunities and career academies to promote attainment of high school diplomas and vocational certifications.

Through intensive assessment, mentoring and coaching, and a career plan will be developed with each WIOA youth participant. All 14 of the youth program elements will be available to youth participants within our LWDA. The specific elements that will be utilized by each youth in achieving their career plan will be customized and based upon the youth's assessed needs. The specific components are career-oriented and are directed at high school diploma/GED attainment, post-secondary/advanced education, military enlistment, or unsubsidized employment. All youth who are deemed to be basic skills deficient will receive basic skills instruction.

During the competitive procurement process, the proposals will be required to address each of the 14 elements to provide information on how each will be made available to youth participants.

Improving Educational Achievement:

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
- (2) Alternative secondary school services, or dropout recovery services, as appropriate;
- (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - a. Summer Employment opportunities and other employment opportunities available throughout the school year;
 - b. Pre-apprenticeship programs;
 - c. Internships and job shadowing; and
 - d. On-the-job training opportunities;
- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or

occupations in the local area involved, if the Local Board determines that the programs meet the quality criteria described in WIOA sec. 123;

Preparing for and succeeding in employment:

- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- (7) Supportive services;

Supporting Youth Development:

- (8) Adult mentoring for a duration of at least 12 months that may occur both during and after program participation;
- (9) Follow-up services for not less than 12 months after the completion of participation;
- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (11) Financial literacy education;
- (12) Entrepreneurial skills training;
- (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (14) Activities that help youth prepare for and transition to post-secondary education and training.

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

Basic Skills Deficient in English, Language, or Math, as determined by TABE (Test of Adult Basic Education) scores at or below the 8th grade level in any one of these three areas.

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

CareerSource Heartland defines the definition of “requires additional assistance to enter or complete an educational program or to secure or hold employment” as:

- An individual who has a disability (included in WIOA),
- Or has been held back one or more grade levels,
- Or is a migrant seasonal farmworker or a family member of a migrant seasonal farmworker,
- Or who demonstrates limited English proficiency,
- Or resides in a county where the unemployment rate exceeds the state average,
- Or is the child of a person who was a teen parent,
- Or who has a parent who is currently incarcerated,
- Or who demonstrates a history of job loss due to lack of basic skills, job skills or substance abuse problems,
- Or resides in a county in which the percentage of teen births is above the state average.

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

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

Please see attached Memoranda of Understanding of all one-stop partners. Per DEO Guidance, executed Infrastructure Funding Agreements will be forwarded upon request.

PUBLIC COMMENT PROCESS

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

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

Notices inviting comment on the proposed local plan occur via newspapers, email, and website posting.

Specific to this plan, our timeline is as follows:

- Draft plan availability for public comment noticed February 28, 2018
- Draft plan noticed to interested parties including parties of the Board/Consortium members, as well as business and labor organizations not represented on the Board February 28, 2018
- Responses due from interested parties by March 29, 2018
- Responses incorporated by April 15, 2018 (updates will be sent to DEO upon receipt)
- Final Plan submitted to DEO March 29, 2018

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

The 30-day public comment period began on February 28, 2018 and will close March 29, 2018. All comments are required to be in writing via email or regular postal service. Comments will be reviewed with plan revisions made as appropriate.

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

The committee structure of the Board allows for small group discussion and the development of specific aspects of the plan, along with its overall objectives and processes. The CSH Board is comprised of a minimum of 51% representation from private business, and includes labor representation. Members of partner agencies, clients, and the public at large, regularly attend meetings, and are invited to submit input and comment on the activities of the Board. Planning efforts focus on public and local agency partner input into the implementation of WIOA and its integration with other programs such as Welfare Transition, Migrant Seasonal Farmworker and Agricultural Programs including the National Farmworker Jobs Program, Veterans Services, Carl Perkins, Adult Education, Division of Vocational Rehabilitation, and others. Relationships have been established and maintained with local economic development agencies, the local airport authorities, educational facilities, local businesses, and the local chambers of commerce. All Board and committee meetings are publicly noticed in accordance with Florida's Sunshine Law. Attendees from the public are invited to provide input and are given a formal opportunity to do so at each full board meeting.

Additionally, the plan is posted on the CSH website for access to the public and other interested parties, and comments are invited.

- (4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.

Please see #3 above.

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

One comment received. Please see Attachment 9-Public Comments/Suggestions.

SIGNATURE PAGE

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

Desoto

Hardee

Highlands

Okeechobee

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

Workforce Development Board Chair

Board Chair:

David Royal

Signature

3-14-18
Date

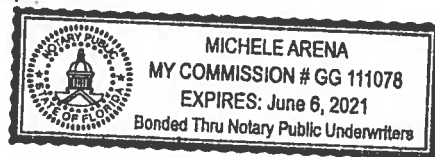
Chief Elected Official/Chair, Exec. Board:

Jack Richie

Signature

3-14-18
Date

ATTEST: Michele Arena 3/14/18



ATTACHMENT 1
INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
HEARTLAND WORKFORCE INVESTMENT CONSORTIUM**

THIS AGREEMENT, made and entered into among the Counties of DeSoto, Hardee, and Highlands of the State of Florida,

WITNESSETH that:

WHEREAS, Public Law 105-220, enacted by the 105th Congress of the United States, effective August 7, 1998, which Act is known as the Workforce Investment Act of 1998 (hereinafter referred to as the "Act"), establishes a program to consolidate, coordinate and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and for other purposes related to the provision of a comprehensive program of employment and training throughout the United States. Additionally, whose purpose is to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, The Legislature of the State of Florida has adopted and amended Chapter 414, Florida Statutes, known as the Work and Gain Self-Sufficiency Law (hereinafter referred to as "WAGES"), establishes a program to apply time limits for receipt of welfare benefits by welfare recipients and training and employment assistance to these same welfare recipients in order to enable them to become self-sufficient members of society, and

WHEREAS, the Act and WAGES provides that the Governor of the State of Florida (the Governor) may make financial assistance available to a local grant recipient in a local Workforce Investment Area to enable it to carry out a comprehensive employment and training assistance program and further provides that any consortium of contiguous local government which serves a substantial part of a labor market area may apply to constitute said area and provider; and

WHEREAS, in furtherance of the Act and WAGES, a local Workforce Investment Board will be formed, consistent with the Act and WAGES, for the Heartland Consortium including DeSoto, Hardee and Highlands counties, which shall be referred to herein as the Heartland Workforce Investment Board, Inc. and WAGES Coalition; and

WHEREAS, the Board of County Commissioners of each of the parties to this agreement desire that its county be included in a regional employment and training assistance program to avail itself of the benefits of the Act and WAGES; and

WHEREAS, the Governor of the State of Florida has designated the parties to this agreement as a region for the purpose of regional comprehensive planning.

NOW, THEREFORE, the parties hereto agree as follows:

1. There is hereby established a multi-jurisdictional arrangement (hereinafter referred to as the "Consortium") among all the parties hereto for the express purposes of obtaining a local Workforce Investment Area and local grant recipient and sub-grant recipient designation to conduct a comprehensive employment and training program pursuant to the Workforce Investment Act of 1998 and Work and Gain Self-Sufficiency Law of 1997.
2. Each of the parties to this agreement is a County of the State of Florida and, as such, is a general purpose political subdivision which has the power to levy taxes and spend funds, as well as generate corporate and police powers. The governing body of each of the parties to the agreement is its Board of County Commissioners and each party to the agreement is identified as follows:

NAME

ADDRESS

Board of County Commissioners
DeSoto County

201 East Oak Street, Suite 201
Arcadia, Florida 34266

Board of County Commissioners
Hardee County

412 W Orange St, Room A203
Wauchula, Florida 33873

Board of County Commissioners
Highlands County

P. O. Drawer 1926
Sebring, Florida 33871-1926

3. No city or government unit within the geographical jurisdiction of this agreement has informed the parties to this agreement of its desire not to have services provided through this agreement.
4. The geographical areas that will be served by this agreement are the entire geographical areas of each of the three member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.
5. This agreement is not prevented by state or local law from taking effect in the entire geographical area that it intends to serve.

6. The parties to this agreement retain the ultimate decision-making power with regard to all responsibilities mandated under the Act and WAGES to Chief Elected Officials. The Consortium shall be operated and managed by a three-member Executive Board. Each Board of County Commissioners will designate one of its members who shall serve on the three-member Executive Board at the pleasure of its Board of County Commissioners. The Executive Board shall be the vehicle through which "elected officials" in the member counties shall participate in the planning, approval and operation of the employment and training assistance program as mandated under the Act and WAGES.
7. The Executive Board shall appoint members of the Heartland Workforce Investment Board, Inc. and WAGES Coalition consistent with the Act and WAGES and any other applicable Law or Policy Directive. The required private sector membership shall be equally distributed among the three member counties of DeSoto, Hardee, and Highlands.
8. Grant agreements shall be signed by the Chairman of the Executive Board or such other person as the Executive Board may hereafter designate and by the Chairman of the Heartland Workforce Investment Board, Inc. and WAGES Coalition or such other person as the Heartland Workforce Investment Board, Inc. and WAGES Coalition may hereafter designate.
9. To the extent consistent with state and local law, each member county that is a party to this agreement accepts joint and separate responsibility for the operation of this program.
10. The Consortium authorizes the Executive Board to provide by contract for the administration of the Workforce Investment Act and Work and Gain Self-Sufficiency grants/allocations by the Heartland Workforce Investment Board, Inc. and WAGES Coalition, which has been created to perform duties under the Workforce Investment Act and Work and Gain Self-Sufficiency Law.
11. The Consortium also authorizes the Executive Board to hire or contract for whatever staff it deems necessary and appropriate to carry out its responsibilities and duties under this agreement, the Act and WAGES through a Workforce Investment Board-Local Elected Officials Agreement (WIB-LEO Agreement), and any other applicable State or Federal laws.

12. The Executive Board shall, pursuant to a written agreement with the Heartland Workforce Investment Board, Inc. and WAGES Coalition, select and designate: 1) a grant recipient; 2) the Employment for Dislocated Workers Assistance Act (EDWAA) substate grantee; and 3) program administrator to administer the Local Plan(s) mandated by the Act and WAGES, and shall also approve and jointly submit, with the Heartland Workforce Investment Board, Inc. and WAGES Coalition to the Governor's office, the Local Plan(s).
13. It is the intent of this agreement that funding of this program shall be accomplished by grants obtained pursuant to the Act, WAGES, and any other available state, federal, local or private sector grants.
14. This agreement shall have the duration time equal to the time during which all of the member counties hereto constitute a single designated Local Workforce Investment Area provided, however, that any party to this agreement may withdraw from this agreement as provided for under the Act and WAGES.
15. This agreement and any amendments hereto shall be effective upon being filed with the Clerk of the Circuit Court of each county that is a party to this agreement.
16. This agreement shall supersede that Interlocal Agreement entered into in 1998 with these three counties.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: Robert W. Bruce
County Administrator

By: William R. Avant
Chair

Date: 9 Feb 99

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

By: B. Hugh Bradley
County Clerk

By: Paul R. Harris
Chair

Date: JANUARY 14, 1999

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By: [Signature]
County Clerk



By: [Signature]
Chair

Date: JANUARY 19, 1999

ATTACHMENT 2
BYLAWS



BYLAWS

Revised, Eff. 10/19/16

Heartland Workforce Investment Board, Inc.
d/b/a CareerSource Heartland
Local Workforce Development Area 19 Serving
DeSoto, Hardee, Highlands, and Okeechobee Counties

www.careersourceheartland.com



ARTICLE I NAME, SERVICE DELIVERY AREA, GOVERNANCE, CAREER CENTER OPERATION, SOURCES OF FUNDING

SECTION 1. Name

The name of the organization is the Heartland Workforce Investment Board, Inc., d/b/a – and hereinafter referred to as – CareerSource Heartland (CSH).

SECTION 2. Service Delivery Area

The workforce service delivery area of CSH has been designated by the Governor as Local Workforce Development Area (LWDA) 19 and encompasses the counties of DeSoto, Hardee, Highlands, and Okeechobee, within Florida’s Heartland.

SECTION 3. Governance - Local Elected Officials

In accordance with guidance established in the Heartland Workforce Investment Consortium *Inter-local Agreement*, one Local Elected Official (LEO) from each Board of County Commissioners (BOCC) of the member counties will be appointed to serve as that BOCC’s representative on the CSH Executive Board. The Executive Board shall be the vehicle through which elected officials in the member counties shall participate in the planning, approval and operation of the local workforce investment board’s employment and training assistance programs, as mandated by law. A Chair and Vice-Chair will be selected from among the LEOs that comprise the Executive Board. The Executive Board Chair will also be designated as the LWDA’s Chief Elected Official, for authentication purposes.

SECTION 4. Career Center Operation

As authorized by the CSH Executive Board and approved by CareerSource Florida (CSF, the statewide workforce investment board that provides policy oversight to the LWDBs), CSH serves as the Administrative Entity, Fiscal Agent, and Career Center Operator for LWDA 19.

SECTION 5. Sources of Funding

The sources of revenue for CSH consist of any and all funds received under the federal Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser Act, (WP) and Temporary Assistance for Needy Families (TANF) programs, as well as any other federal, state, local, public, or private funds legally received by CSH in accordance with the *Inter-local Agreement* and all applicable laws.

ARTICLE II STATEMENT OF PURPOSE
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CSH shall be governed by a Board of Directors, in partnership with the Executive Board. The purpose of the Board, in addition to those duties and functions outlined in the *Inter-local Agreement* and existing law, shall be to:

1. Design and implement workforce related strategies that facilitate cooperation throughout the local area to “*maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens, while recognizing the unique attributes of each of the counties within our geographic area*”. (excerpt, CSH Mission/Vision Statement)
2. Provide policy and program guidance, along with Career Center System oversight, for all employment and training related activities within the local workforce service delivery area, to include those authorized under the following federal and state programs:
 - Workforce Innovation and Opportunity Act (WIOA)
 - Welfare Transition Services (TANF)
 - Wagner-Peyser (WP – including Migrant and Seasonal Farm Workers)
 - Trade Adjustment Assistance (TAA)
 - Veterans Employment & Training
 - Other legislatively mandated workforce programs, in accordance with guidance received from within the Florida Workforce System
3. Develop and submit the *Local Plan of Service* to the designated state agency.
4. Seek ways to market workforce services to the community at large by collaborating with county and local area Economic Development Organizations, Educational Institutions, Chambers of Commerce, and other business agencies, groups, committees and partners.

ARTICLE III MEMBERSHIP

SECTION 1. Representation

The membership of the CSH Board of Directors shall be consistent with the requirements of federal and state law. A majority of the Board's members must be representatives from the Business (private sector) category.

SECTION 2. Composition of Board of Directors

In accordance with guidance as outlined in WIOA law and s. 445.007, Florida Statutes, the CSH Board is comprised of members from the following categories:

a. **Business (Private-Sector): 51% majority** [WIOA § 107(b)(2)(A)]

A majority of members must be representatives from businesses in the local area who are owners of a business, chief executives, or other individuals with optimum policy-making or hiring authority. Business members must have employment opportunities that include high-quality work relevant training and development in in-demand industry sectors or occupations available in the local area. At least two representatives of small businesses should be included. Individuals must be nominated by local business organizations and/or business trade associations.

b. **Labor/Apprenticeships – Workforce Representatives: 20% minimum**

A minimum of twenty percent of members must be “workforce representatives,” defined as follows: [WIOA § 107(b)(2)(B)]

- At least two representatives must represent labor organizations nominated by local labor federations. For a local area in which no employees are represented by such organizations, at least two representatives of employees will be included. (WOLO)
- At least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no such joint program exists in the area, at least one representative of an apprenticeship program in the area, if such a program exists. (WOLO, WOJ)
- May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities. (WOV, WOD)
- May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth. (WOY)

c. **Education**

Representatives of entities administering education and training activities in the local area, including: [WIOA § 107(b)(2)(C); Fla. Statutes § 445.007(1)]

- A representative of eligible providers administering Adult Education and Literacy activities under Title II of WIOA (ETPA). Locally, in order to maintain the broadest and most equitable membership possible, a designee from the local providers of these services may seat on a rotational basis, each for a one-year term.
- A representative of institutions of higher education providing workforce investment activities (including community/state colleges). (ETPC)
- A representative of secondary education. Locally, in order to maintain the broadest and most equitable membership possible, the District Superintendent or his/her designee from each School District within the local area will seat on a rotational basis, each for a one-year term. (ETPO)
- A private education provider (may be waived by CareerSource Florida upon request if representatives do not exist locally). (ETPO)
- May include representatives of local educational agencies, and/or community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. (ETPO)

When more than one institution exists in each type of educational entity listed above, nominations may be solicited from each of these entities.

d. Economic/Community Development and Other Entities

Representatives of governmental and economic and community development entities serving the local areas, including: [WIOA § 107(b)(2)(D)&(E); § 3(17)]

- Two representatives of economic and community development entities serving the local area (defined as including a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development). No more than two representatives from all Economic Development Organizations operating within the local area may serve as a board member at any given time. Locally, seating will be on a rotational basis for a one-year term each, in order to maintain the broadest and most equitable membership possible. (GRED)
- A representative of Vocational Rehabilitation serving the local area. (GRVTD)
- May include representatives of agencies or entities serving the local area relating to transportation, housing, and public assistance. (GRO)
- May include other representatives that the Chief Elected Official determines appropriate.

Individuals may be appointed to represent more than one entity or category provided they meet the required criteria for each.

SECTION 3. Appointment to CSH Board of Directors

Members of the Board of Directors must be appointed by majority vote of the CSH Executive Board.

- a. Nominations to fill vacancies in the Business category shall be solicited from local Chambers of Commerce, Economic Development Organizations, or other business support-related organizations within LWDA 19. Nominations to fill vacancies in non-Business categories shall be solicited from the required organizations and institutions.

SECTION 4. Membership Terms

- a. Pursuant to federal and state law, and except as indicated in Article III, Sections 2 and 6, members may serve until their successors are appointed.
- b. Board members are nominated as required by law or as needed to fill vacancies and may be re-appointed, if necessary, for consecutive terms.

SECTION 5. Vacancies

- a. New members must be appointed to fill the same category of membership in which the vacancy occurred in order to maintain the balance of membership. There is no requirement for new members to be from the same organization, institution, or company as the member being replaced.
- b. All appointments to vacant memberships shall initially be for the duration of the unexpired term of the member(s) being replaced. Members appointed to a full term should serve the full term. Members are eligible for reappointment in accordance with standard reappointment procedures.

SECTION 6. Termination of Membership

- a. Although membership on the CSH Board of Directors is voluntary, members are expected to give due consideration to the impact of their absences at scheduled meetings. If a board member has a valid reason for not participating in a scheduled Board or Committee/Council meeting, they should notify the President/CEO, or designated CSH staff, and request an excused absence from the Board Chair. The Chair shall have authority to grant excused absences at their discretion. Unexcused absences from three (3) consecutive board and/or committee meetings, results in de facto resignation and automatic removal as a board member.
- b. If a member chooses to voluntarily resign their membership, they are encouraged to provide a minimum of thirty (30) days written notice before the effective date of resignation.

ARTICLE IV OFFICERS, ELIGIBILITY, TERMS, DUTIES, VACANCIES, AND ELECTIONS
--

SECTION 1. Officers

Three Officers are selected from the membership to represent the CSH Board of Directors: **Chair, Chair-Elect, and Secretary/Treasurer.**

SECTION 2. Eligibility as Officers

- a. The **Chair** must be selected from among members representing the Business category and must have served as a member of the Board for a minimum of one (1) year.
- b. The **Chair-Elect** must also be selected from among the Business category members and shall have served as a member for a minimum of six (6) months.
- c. The **Secretary/Treasurer** must be a current board member, in good standing, from any membership category.

SECTION 3. Terms of Office

- a. Term of Office is defined as two (2) years, beginning July 1 of the first year and ending June 30 of year two.
- b. Officers may serve for no more than two (2) consecutive terms, in any one capacity, although they may continue as members of the Board of Directors. A vote of approval from two-thirds (2/3) of the board is required to extend any term.

SECTION 4. Duties of Officers**a. Chair**

- i. In accordance with the authority and power normally vested in the Chair of an organization, the Board Chair shall have the authority and power to preside over all meetings, and in general, perform all duties relating to the Office of Chair and sign applicable reports, letters, or fiscal documents on behalf of the Board of Directors.
- ii. The Chair shall be an ex-officio member of all Standing Committees/Councils and/or Ad Hoc Committees.
- iii. The Board Chair shall appoint the Chair for Committees/Councils, with the exception of the Chair of the Finance and Operations Committee, which shall be filled by the Secretary/Treasurer.

b. Chair-Elect

- i. The Chair-Elect shall perform all duties of the Chair, at the request, or in the absence, of the Chair.
- ii. The Chair-Elect shall assist the Chair in conducting activities of the Board of Directors and may serve as the Chair of any Standing or Ad Hoc Committee/Council, if so assigned by the Chair.

c. Secretary/Treasurer

- i. The Secretary/Treasurer provides general oversight and guidance to the President/CEO in all matters regarding maintenance and custody of the Board's official minutes and records.
- ii. The President/CEO, or their designee, maintains custody of all fiscal and programmatic records as required by law and provides reports to the Secretary/Treasurer, as necessary, for full disclosure to the Board.
- iii. The Secretary/Treasurer serves as Chair of the Finance and Operations Committee.

SECTION 5. Vacancies

- a. In the event of a vacancy in the office of the Chair, the Chair-Elect shall assume the duties of the Chair.
- b. In the event of a vacancy in the office of the Chair-Elect, a new Chair-Elect shall be elected at the next regularly scheduled Board meeting.
- c. In the event of a vacancy in the office of the Secretary/Treasurer, a new Secretary/Treasurer shall be elected at the next regularly scheduled board meeting.
- d. The term of office for the Chair, Chair-Elect, or Secretary/Treasurer elected due to a vacancy shall be for the remainder of the existing term of the superseded office holder.

SECTION 6. Election of Officers

- a. Elections shall be held in April of the year that elections are necessary. An Ad Hoc Nominating Committee shall be appointed by the Chair at the January board meeting of that year.
- b. The Ad Hoc Nominating Committee shall present a slate of candidates for each office being filled, not to preclude the nomination of other candidates from the general membership (floor). Such nominations must receive a second in order to be considered.
- c. All officers shall be elected by a majority vote of members present at the meeting, provided a quorum is established.

- d. In the event that an election cannot be held at the April Board meeting, either the former officers shall continue to serve, or interim officers may be elected by a majority vote of the Board members present. The former Chair, Chair-Elect, or Secretary/Treasurer shall preside over such elections. If neither of those officers is present, the CSH Board of Directors shall select a member to preside over the election of interim officers by a majority vote of the members present, provided a quorum was established at the beginning of the meeting.

ARTICLE V MEETINGS

SECTION 1. Meeting Frequency, Day, Time and Place

- a. The CSH Board of Directors shall meet no less than four (4) times per year, at a time and place to be determined by the Board Chair. Regular Board meeting locations shall be rotated among each of the member counties, provided that an appropriate location can be identified.
- b. A special board meeting, in addition to the quarterly meetings, may be scheduled as deemed necessary by the Board Chair.

SECTION 2. Notice of Meetings

Notice of meetings shall be sent to each member at least five (5) calendar days prior to the scheduled meeting date. The notice shall indicate the time, date, and place of the meeting. All meetings shall be open to the public and shall be publicly noticed. It is highly desirable that board members attend all meetings in person; however, members may participate by teleconference if extenuating circumstances prevail. Board members desiring to participate in a meeting by teleconference should make necessary arrangements with the President/CEO at least five (5) working days prior to the scheduled meeting. All meetings are publically noticed. Teleconference information is posted on the agenda and is available for board member and public participation.

SECTION 3. Quorum

There shall be a quorum of any regular or called board meeting if fifty-one percent (51%) of the current voting membership is present at the beginning of the meeting. Whenever the attendance at the Board meetings is less than fifty-one percent (51%) of the current voting membership, inclusive of the Board Chair, the meeting's business shall be restricted to those agenda items involving reports or information only. In the absence of a quorum, no official action shall be taken on any items before the Board. (As an exception, to handle an action item required to meet an emergency need, See Article VII, Section 1 – Executive Committee.)

SECTION 4. Agenda

- a. All items of business to be considered by the CSH Board of Directors shall be placed on the agenda by the President/CEO, with approval from the Board Chair, at least seven (7) days prior to the scheduled date of the meeting. A copy of the agenda shall be distributed to the membership, with the meeting notice, at least five (5) days before the meeting date.
- b. A majority vote of the membership present at the meeting shall be required to waive Article V, Section 4(a), of these Bylaws in order to amend the agenda to include items to be considered and acted on by the Board of Directors. Items not requiring official

action by the Board may be added to the agenda with the consent of the Board Chair, or their designee, at any time prior to, or during, a regularly scheduled or called meeting.

SECTION 5. Order of Business

The official order of business at each Board meeting shall be similar to the following:

- I. Call to Order
- II. Introductions
- III. Set/Amend Agenda
- IV. Consent Items (to include minutes of all Board and Committee meetings)
- V. Chief Elected Official / Board Chair Actions or Comments
- VI. Committee Reports
- VII. President/CEO Report
 - A. Programs Report
 - B. Financial Report
- VIII. Time for LEOs/Board Members/Others
- IX. Next Meeting Date
- X. Adjourn

SECTION 6. Minutes

- a. Minutes of all meetings shall be kept by the President/CEO or his/her designee. These minutes shall be reviewed, amended or corrected, and considered for approval at the next regularly scheduled meeting.
- b. Upon approval by the Board, the minutes shall serve as the official record of the business transacted at the meeting to which they pertain.
- c. Copies of the minutes shall be provided to each member of the Board of Directors and Executive Board with the next meeting agenda packet.
- d. Copies of the minutes shall be provided to other interested parties and/or the general public upon request.

SECTION 7. Participation in Meetings

- a. Participation in meetings shall be limited to members of the Board of Directors and Executive Board, the CSH President/CEO, and invited guests. The President/CEO may require members of their staff to assist and participate, as they deem necessary. Others may participate based upon:
 - Agenda items requiring participation from individuals, organizations, or other interested parties having an official or vested interest in the item being considered by the Board.

- Agenda items considered by the Board, as deemed by the Board Chair to be relevant material or of significant enough interest to the public to warrant comment and/or input from any member of the public present.
- b. Any unscheduled speakers or individuals may address the Board of Directors at the discretion of the Board Chair by completing a “citizens not on the agenda” form. The Board Chair may impose time limits or other restrictions, as deemed necessary for proper decorum.

ARTICLE VI VOTING RIGHTS

SECTION 1. Eligibility

Each member of the CSH Board of Directors, duly appointed by the Executive Board, shall be eligible to cast one vote on any business of the Board, the Standing Committee/Council or the Ad Hoc Committee to which assigned, unless a conflict of interest or the appearance thereof exists, as outlined in Section 2 below.

SECTION 2. Voting

- a. All matters to be considered by the Board shall be determined by a majority vote of Board members present at the meeting with a quorum established, with the exception of amendments to the Bylaws and related party transactions, as follows:
 - Changes to the Bylaws must be approved by two-thirds (2/3) of the Board's total membership
 - Related party transactions must be approved by two-thirds (2/3) of Board members present at a meeting with a quorum established
- b. Whenever a conflict of interest exists, or is thought to exist, same shall be declared in an open meeting to the entire Board or Committee/Council of the Board, by the member having such conflict, and the member shall abstain from voting as is provided herein.

SECTION 3. Tie Votes

- a. **CSH Board:** The Board Chair or Chair-Elect, or Secretary/Treasurer, if presiding, shall cast a vote only when it is necessary to resolve a tie vote.
- b. **Committee/Council:** The presiding Chair of a Standing Committee/Council or Ad Hoc Committee shall cast a vote only when it is necessary to resolve a tie vote.

SECTION 4. Conflict of Interest

- a. No member of the CSH Board of Directors shall discuss any matter before the Board or its Committees/Councils that would financially benefit the member or their company or any organization they are affiliated with without first declaring a conflict of interest. Any member of the Board of Directors, who has a real or perceived conflict of interest as defined by Florida law and/or guidance from the state workforce board CareerSource Florida, must complete a conflict of interest form. It is the intention of the Board of Directors that all members will comply with any guidance outlining conflicts of interest, as prescribed by federal and state law.
- b. Each Board member shall be responsible for assuring there is no conflict of interest, or appearance thereof, in all matters voted on and shall be personally responsible for declaring any conflict of interest, or perception thereof, of which the member is aware.

- c. No member of the Board shall make or second a motion or cast a vote on any matter under deliberation by the Board or its Committees/Councils which has a direct bearing on services to be provided by the member or any organization with which the member is associated.
- d. No member of the Board shall make or second a motion or cast a vote on any matter before the Board or its Committees/Councils which would financially benefit the member or his/her organization or company.
- e. All members of the Board may vote on the *Local Plan of Service*.

SECTION 5. Abstentions

- a. Any member with a conflict of interest, or appearance thereof, shall abstain from voting on such matters.
- b. All abstentions due to a conflict of interest shall be publicly acknowledged and recorded in the minutes.

SECTION 6. Proxy and Alternates

Board members shall not vote at any meeting by proxy, nor shall alternates be permitted to sit as voting members at any meetings. Alternate representatives may be required by a member to attend and participate in meetings on their behalf for information and discussion purposes only.

ARTICLE VII COMMITTEES/COUNCILS
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SECTION 1. Committee/Council Names and Responsibilities**Standing Committees/Councils**

CSH has specific Standing Committees/Councils in order to enhance workforce development within the local area and provide guidance that best reflects business demands, best practices, strategic imperatives, and new initiatives funded by the Florida Legislature and the federal government, as follows:

- Executive Committee
- Business Enhancement Committee
- Finance & Operations Committee
- Youth Council
- Joint Administrative Review Committee

a. Executive Committee

1. The Executive Committee is comprised of:
 - Executive Board Chair (Chief Elected Official)
 - Board Chair
 - Board Chair-Elect
 - Chair of each Standing Committee/Council
 - An “at large” board member from a member county that is not already represented on the Executive Committee; and
 - The past Board Chair
2. The Executive Committee has the authority to act on behalf of the Board of Directors and is responsible for the following:
 - To handle emergency items and formulate executive and administrative policy
 - To determine the necessity and/or priority of all actions taken by the committees to be brought before the Board for approval or ratification
 - To resolve all administrative and/or policy-related problems coming before the Board
 - To approve recommendations of any Standing Committee/Council, Ad Hoc Committee, or staff member, in cases where it would be a detriment to the program to wait for the full Board to meet
3. The Executive Committee may make emergency decisions on behalf of the Board of Directors if a quorum of the Executive Committee is present at a regular Board meeting and if eminent decisions must be made and a full Board quorum is not present.
4. Any decision made by the Executive Committee in such an emergency that would normally be a matter considered by the full Board, will be presented to the full Board at the next regularly scheduled Board meeting, for affirmation. Any Board

member has the right to disagree with any such decision; however, the decision of the Executive Committee is binding.

5. The Executive Committee reviews the activities, reports and recommendations of all other Committees/Councils and the overall operations of the CSH Board, as needed.
6. The Executive Committee provides recommendations to the Board of Directors of any necessary actions regarding the hiring and continued employment of the President/CEO.

b. Business Enhancement Committee

1. The Business Enhancement Committee (BEC) serves as a catalyst between industry, economic development organizations, educators, and training providers, to identify skills needed to fill critical jobs necessary for business retention, expansion, and recruitment activities. This committee also assists in defining local goals and objectives that help underemployed workers improve their skills to enhance their economic self-sufficiency. Strategies embrace the concept of lifelong learning.

The committee is comprised of a majority of Board members representing private sector businesses. Committee members are appointed by the Committee Chair. Membership is extended to other individuals with appropriate related business experience and expertise. These individuals are designated “Community” members and are voting members of the BEC and non-voting members of the Board of Directors.

At a minimum, composition of the BEC will include the following non-private sector partners:

- A representative of Economic Development Organizations within the local area
 - The President, or designee, of any state/community college within the service delivery area
 - A representative of District School Superintendents, or designees
2. The Committee considers workforce related opportunities to assist with business and industry retention and expansion and makes recommendations to the Board regarding activities which would assist in enhancing the local business climate.
 3. The Committee also considers methods to serve targeted groups within the community – disabled workers, the homeless, veterans, mature workers, current or former recipients of welfare assistance – that might face unique challenges that the workforce system can address. A special emphasis is placed on efforts to support training and development of the local area’s talent pipeline.
 4. The Committee assists the CSH President/CEO in developing marketing and outreach strategies and taking advantage of all opportunities to disseminate information regarding the Board’s mission and relevant strategic imperatives.

5. The Committee reviews local area labor market trends and needs regarding available jobs in the local area. Training programs are reviewed to ensure consistency with placement of clients into jobs that lead to economic self-sufficiency and the long-term economic health of the region. The Committee is also responsible for identifying and validating local input for inclusion of valued occupations on the annual renewal of the Regional Targeted Occupation List (TOL).
6. The Committee is responsible for overseeing all fundraising efforts on behalf of the Board. As such, duties would include:
 - Seeking corporate donations
 - Planning and conducting fundraising events and identifying sponsorships
 - Collecting donor valuations and providing to the CSH President/CEO, or the Chief Financial Officer, in their absence
7. In cooperation with the Finance & Operations Committee Chair, the BEC Chair will jointly present to the CSH Board of Directors a summary of fundraising efforts and Money Market account activity at each quarterly Board meeting, as applicable.

Note: Donor Privacy

CSH respects the privacy of its donors and also recognizes that donors wish to be connected to the organization. CSH uses donor information to notify them of information, plans and activities. Donor information is shared with staff, board members, volunteers, and consultants on a “need-to-know” basis.

CSH does not share its donor list with any third party unless donor permission has been granted. Requests to remain anonymous will be honored.

c. Finance & Operations Committee

1. The members of the Finance & Operations (F&O) Committee are appointed by the F&O Committee Chair and must include at least three (3) members from the Business (private sector) category. Responsibilities of the Committee include:
 - Provide assistance and guidance in formulating the CSH Bylaws for review and approval by the CSH Board of Directors
 - Analyze all budgetary and/or fiscal-related matters, including review of the annual budget. Provide recommendations to the CSH Board of Directors for appropriate action
 - Review all auditing and monitoring reports regarding CSH fiscal and programmatic operations and make recommendations to the Board of Directors regarding program or operations revisions
 - Monitor the performance of service providers and provide recommendations to the Board of Directors regarding necessary remedial actions, to include extending or terminating contracts
 - Responsible for directing the implementation of the *Local Plan* of Service and for reviewing, analyzing and recommending approval or disapproval

of all training, support services, or related program activities to be provided.

- Review the goals and objectives outlined in local policy and procedure to ensure the respective programs are being operated within the scope of existing federal and state law
- Review Request for Proposals (RFPs) that are outside the jurisdiction of other CSH Committees/Councils. The review will ensure consistency with the plan of operations and dissemination for bid. Make recommendations to the Board of Directors regarding the addition, deletion, or revision of service providers and/or funding amounts, as applicable.

Other responsibilities of the Committee include the review of any necessary operational plan and/or budgetary amendment – as might be needed to obtain state approval – to ensure encumbrances and/or expenditures are within budget.

2. With regard to fundraising activities, and in cooperation with the BEC:
 - Funds collected from fundraising events and/or corporate donations will be deposited into the CSH “Money Market” Bank Account. The bank statement for the Money Market Account will be provided to the F&O Committee Chair
 - The F&O Committee Chair:
 - ✓ will review the Money Market Account bank statement, comparing the receipt/deposit documents to the statement, noting any discrepancies
 - ✓ will sign to acknowledge review of the documents and forward the bank statement and all related documents to the CSH President/CEO
 - ✓ in cooperation with the BEC Chair, and as applicable, will jointly present to the CSH Board of Directors, a summary of fundraising efforts and Money Market Account activity, at each quarterly Board meeting

d. Youth Council

1. The Youth Council provides assistance and guidance with promoting successful entry into the workforce through education and workplace experience that leads to self-sufficiency and career advancement. Key components of the strategy include efforts that enlist business, education, and community support for students to achieve long-term career goals – ensuring that young people entering the workplace for the first time have the academic and occupational skills required to succeed in the workplace.
2. Members of the Youth Council will be appointed by the Council Chair and may include:
 - Members of the CSH Board of Directors with special interest or expertise in youth policy

- Representatives of youth service agencies, including Juvenile Justice and local law enforcement agencies
 - Representatives of local Public Housing Authorities
 - Representatives of organizations, that have experience relating to youth activities
 - May include such other individuals as the Council Chair determines to be appropriate.
3. Youth Council membership is extended to other individuals with appropriate expertise and experience serving youth. These individuals are designated “Community” members and are voting members of the Youth Council and non-voting members of the Board of Directors.
4. The duties of the Youth Council include:
- Assistance with developing strategies that expand basic workplace skills and the experience of youth
 - Assistance with developing the portions of the *Local Plan* relating to preparing young workers for entry-level employment reform, as consistent with appropriate sections of the Workforce Investment Act
 - Recommending eligible providers of youth activities to be awarded grants or contracts on a competitive basis by the CSH Board of Directors to carry out workforce-related youth activities
 - Assistance in conducting oversight with respect to the eligible providers of youth activities in the local area
 - Other duties, as determined to be appropriate by the Council Chair, to include:
 - Strengthening Youth Partnerships
 - Outreach to Youth with Disabilities
 - Juvenile Justice Outreach
 - Mentoring efforts
 - Youth Aging out of Foster Care
 - Choice/Career Academies

e. **Joint Administrative Review Committee**

1. The Committee consists of four (4) members:
 - The CSH Board Chair and Chair-Elect
 - The CSH Executive Board Chair and Vice-Chair
2. The purpose of the Committee is to act as the final step of the grievance process for all administrative procedures of the Board. All decisions of the Committee are final, with no further appeal process except as stipulated by law.
3. Areas of Committee involvement include:
 - Resolving grievances from staff; Service Providers and/or Training Vendors; clients; Board members
 - Simplify processes for settling disputes and grievances by writing or rewriting procedures
 - Assist in staffing recommendations as requested

- Other actions as determined by the Joint Administrative Review Committee and approved by the Board of Directors and Executive Board.

SECTION 2. Committee/Council Membership

- a. Each Board member is expected to serve on at least one Standing Committee/Council and may be appointed to one or more Ad Hoc Committee(s) by the Board Chair.
- b. Members are appointed to Committees/Councils based on their interest or desire to serve on a particular Committee/Council, unless otherwise determined to be in the best interest of the Board by the Board Chair.
- c. Members interested in serving on a Committee/Council other than the one to which they were appointed, are requested to provide a legitimate reason for not accepting the appointment.
- d. Membership on a respective Committee/Council is not limited only to members of the CSH Board of Directors; however, Board members must comprise at least fifty percent (50%) of a Committee/Council's membership structure.

SECTION 3. Committee/Council Membership Terms

- a. The term of membership on Standing Committees/Councils shall be the same as the member's general membership on the Board, unless reassigned by the Chair, through coordination with the respective Committee/Council Chair.
- b. The term of membership on Ad Hoc Committees shall be until the abolishment of the Committee/Council by the Board Chair.

SECTION 4. Committee/Council Meetings

- a. To the greatest extent possible, or as determined necessary by the Committee/Council Chair, all Standing Committees/Councils will meet as needed in order to carry out the Committee/Council's responsibilities. At the discretion of the Committee/Council Chair, meetings may be held by electronic means.
- b. All Committees/Councils, with items of business requiring official action by the Board at its next regularly scheduled meeting, should plan to meet prior to the scheduled Board meeting.
- c. All Committee/Council meetings shall be publicly noticed and open to the general public. In those instances when the Committee/Council is to meet by electronic means, the President/CEO will accommodate the general public at a location within the Board's administrative office, or similar location.
- d. To the greatest extent possible, notice of all Committee/Council meetings shall be given to all Board and Committee/Council members at least five (5) days in advance.

Notice of emergency or called meetings shall be provided to members as soon as possible.

SECTION 5. Committee/Council Quorum

- a. A Committee/Council quorum must be established by the Committee/Council Chair at each meeting in order for official business to be conducted.
- b. A majority of the members of the Committee/Council shall constitute a quorum.
- c. A motion shall be passed or defeated by a majority vote of the members voting at a meeting where a quorum has been established, exclusive of any abstentions.

SECTION 6. Committee/Council Agendas

- a. In keeping with the spirit of the State of Florida's Sunshine Law, all Committee/Council meetings shall have a written meeting agenda.
- b. An agenda, as approved by the Committee/Council Chair, shall be provided to members in advance of the meeting and made available to the public upon request.

SECTION 7. Committee/Council Decisions and Recommendations

- a. All Committee/Council decisions and recommendations are to be included on the next regularly scheduled Board meeting agenda by the President/CEO, to be reviewed and considered for approval by the Board.
- b. It shall be the responsibility of the Committee/Council Chair to explain and validate all recommendations to the CSH Board of Directors at a regularly scheduled meeting.

SECTION 8. Committee/Council Interaction and Coordination

- a. As warranted, it may be necessary for two or more Committees/Councils to interact on matters regarding mutual assignments and interests. Such interaction should be arranged in cooperation with the respective Committee/Council Chairs, and may occur as a joint meeting or other form of bilateral communication. Separate or joint decisions and recommendations may be communicated to the Executive Committee and/or Board of Directors, jointly, or individually, by Committee/Council Chairs.
- b. Upon reaching a joint decision, the Committee/Council Chairs will determine a spokesperson, and communicate the recommendation to the Executive Committee and/or Board of Directors. All conflicts and/or duplications are to be resolved prior to communication to the Executive Committee or Board of Directors.
- c. Conflicting recommendations will be decided by a vote of members of the Board of Directors who are not members of either Committee/Council.

**ARTICLE VIII
STAFF SUPPORT AND PROFESSIONAL ASSISTANCE**

SECTION 1. Staff Support

The CSH Board of Directors and/or its Committees/Councils shall be provided administrative, clerical and technical support by CSH staff at the direction of the President/CEO.

SECTION 2. Professional Assistance

The Board may hire subject matter experts, consultants, or other professionals, as necessary, to assist in carrying out its mission and responsibilities.

**ARTICLE IX
RULES OF ORDER**

When parliamentary matters are not covered by these Bylaws, Roberts Rules of Order (as revised), shall be used as guidelines, except where in conflict with any provisions of federal or state law, or guidance provided by the state workforce board.

**ARTICLE X
AMENDMENTS**

These Bylaws shall only be amended or repealed by an affirmative vote of two-thirds of the membership voting thereon, after written information specifying and summarizing the proposed change(s) has been given to the entire membership. Such written notice shall be made no less than five (5) days prior to the meeting at which such amendment or repeal is placed on the agenda to be acted upon.

**ARTICLE XI
RESOLUTION OF DISAGREEMENTS
WITH THE EXECUTIVE BOARD**

In the event of a disagreement between the CSH Board of Directors and the Executive Board, the Joint Administrative Review Committee shall be empowered to negotiate the matter to agreement on behalf of both Boards.

**ARTICLE XII
ENACTMENT PROVISION**

These Bylaws shall become effective upon approval by the CSH Board of Directors and the Executive Board.


Approved by the CareerSource Heartland Board of Directors:



William J. ("Bill") Nielander
Board Chair

October 19, 2016
Date

Approved by the CareerSource Heartland Executive Board:



Jack Richie, Commissioner, Highlands County BOCC
Executive Board Chair (Chief Elected Official)

October 19, 2016
Date

ATTACHMENT 3
Direct Service Provider Request



May 30, 2017

Michelle Dennard, President/CEO
CareerSource Florida, Inc.
1580 Waldo Palmer Lane, Suite 1
Tallahassee, Florida 32308

Dear Mrs. Dennard:

Since 2008, CareerSource Heartland – Local Workforce Development Area (LWDA) 19 (formerly Heartland Workforce), has requested and been granted authorization to perform as the One-Stop Operator and Direct Provider of core and intensive services, now referred to as Basic and Individualized Career Services, and Follow-up Services. As our current authorization expires on June 30th of this year, this request for reauthorization is for the period of July 1, 2017 through June 30, 2020.

Heartland Workforce Investment Board, Inc., d/b/a CareerSource Heartland (herein referred to as CSH), with prior approval of the CSH Executive Board (Local Elected Officials), submits the following Request for Extension to operate as a Direct Provider of workforce services as described below, and in accordance with changes in the law, CSH issued a Request for Proposal for One-Stop Operator.

- 1. A review of how the provision of direct services during the prior period fit the business model that the local workforce development board (LWDB) proposed in its original request, and any proposed changes in the business model or the particular workforce services the LWDB intends to provide during the extension period.***

CareerSource Heartland (CSH), acting as the One-Stop Operator and Direct Provider of services since 11/1/2008, directly provides Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Out-of-School Youth Services, and Temporary Assistance to Needy Families (TANF) services via the Center system, and provides case management for participants in training in all four counties (DeSoto, Hardee, Highlands and Okeechobee). CSH also provides services, as appropriate, through “Special Grants and Projects” that are awarded through the Workforce System. Through the Department of Economic Opportunity (DEO) Memorandum of Understanding, CSH provides direct supervision for staff conducting the DEO funded Wagner-Peyser (WP) labor market exchange services, including Veterans, Trade Adjustment Assistance (TAA) and Migrant Seasonal Farm Worker programs.

(continued)

An equal opportunity employer/program

In April 2016, CSH submitted a five-year local plan covering the period 2016-2020. The plan was accepted and approved. This plan includes a more detailed overview of anticipated planning, goals, labor market needs, and current activities. No changes are intended in operational oversight. Competitive selection of service providers will be applicable to most youth and special project services.

Our LWDB oversees the provision of workforce services within our four-county LWDA. The Board adheres to the "Carver Model", and focuses on governance, strategy, oversight, ethics, financial integrity, and performance standards. This model permits the President/CEO to manage day-to-day operations, and provides the firewall which defines the role of the Board of Directors as the oversight body. The Board sets the strategies and governance and holds the President/CEO accountable to translate those items into operational policies, procedures and implementation. This model has been effective and the Board continues to utilize the Carver Model.

Aside from notable cost savings, the greatest impact to the LWDB in assuming its direct service provision was that CSH became the employer of record for Center personnel who were previously employed by the contracted service provider. Funds saved by the elimination of payments of management fees and direct and indirect administrative costs were reinvested into programs and services to customers. This, too, has been working well, and no changes are intended.

2. *The effective date for when the extension would begin.*

The effective date of this extension will be July 1, 2017.

3. *The period of time, not to exceed three years, for when the extension would be in effect.*

The extension would be in effect from July 1, 2017 – June 30, 2020.

4. *A review of the LWDB's stated reasons in its previous request why the LWDB has decided to directly provide the workforce services, and an explanation of how it is still in the best interest of the LWDB's customers that the LWDB continue to provide these services.*

For many years, base funding has steadily declined for the grant programs requiring mandated workforce services, making it necessary to scale back operations and reduce services. The funding reductions in the past have resulted in the downsizing of centers, relocation of administrative offices, reductions in staff at all levels, and tighter controls over spending for service delivery. In July, 2008, in response to the ongoing need to provide more services with less funding, CSH assumed direct management of the Centers by eliminating the service provider's regional management level and its corporate level administrative functions.

Since its inception, CSH had procured service delivery from private for-profit and private not-for-profit organizations, with no benefit realized in terms of quality of service delivery or cost savings. Subcontracting for service delivery has traditionally created unnecessary and insulated layers of programmatic and fiscal management staff, on and off-site, issues with fiscal and administrative reporting, and overall performance levels which had fallen below CSH standards. The direct provision of services allowed CSH to increase direct communication with front-line staff, as well as recognize fiscal savings through the elimination of contracted service provider indirect costs and profit. CSH

continues to streamline service delivery by directing more funds toward the provision of services as a direct result of the reduction of unnecessary third-party management and administrative costs.

5. A review of the effectiveness of the “firewall” established by the LWDB to clearly separate existing roles as the oversight body for the LWDB’s workforce delivery system and its role as the operational services directly provided by the LWDB, and an explanation of changes to be made to the firewall.

Following the principles of the “Carver Model”, the Board maintains its role as a strategic planning and governance body. The President/CEO acts as the sole point of accountability. The adoption of the Board’s Carver Model of governance provides a sufficient “firewall” between the CSH Board of Directors and the President/CEO by clearly establishing oversight responsibilities of the Board of Directors and clarifying the delegation of authority to the President/CEO, who has been given full and direct control over staff and day-to-day operations.

The organizational structure of the Board provides assurance that the Board remains focused on strategic thinking, planning, and oversight. The Business Enhancement Committee serves as a catalyst among business and industry, economic development organizations, and education and training providers to identify the skills needed to fill critical jobs and to promote business retention, expansion, and recruitment. Additionally, the committee defines the local goals and objectives needed to assist underemployed workers attain skills and reach self-sufficiency. This committee seeks ways to better serve all groups in the community including special populations, with emphasis on the support and development of the regional talent pipeline.

The Youth Council develops strategies to enlist business, education and community support to promote successful entry into the workforce. This council focuses on increasing services to the area’s youth, especially to youth defined as at-risk. Key components include the development of partnerships that promote academic achievement, attainment of nationally recognized credentials, and employment at self-sufficient wage rates.

The Board’s structure also includes the Executive, Finance and Operations, and Joint Administrative Review committees, carrying out additional oversight responsibilities. This model has been working effectively and no changes are intended.

6. An identification of the grant program(s) that fund the workforce service delivery model.

The general description of grant programs and/or services currently contained in our Local Plan will not change. The current funding model includes:

- Workforce Innovation and Opportunity Act – Adult, Dislocated Worker and Youth
- Wagner-Peyser
- Veterans Services – DVOP/LVER
- Migrant Seasonal Farm Worker Program
- Priority Re-employment Services
- Trade Adjustment Assistance
- Temporary Assistance to Needy Families

- Supplemental Nutrition Assistance Program
- Migrant Seasonal Farm Worker Program

CareerSource Heartland continuously seeks additional funding through competitive grant applications.

7. *An analysis of the costs of the services that documents the actual reduction in costs with the LWDB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.*

CareerSource Heartland was initially approved as a direct service provider beginning November 1, 2008, and will have realized an estimated cost avoidance of approximately \$1,000,000 during the nine-year period ending June 30, 2017. These funds were placed back into the programs to assist with training and general operating costs. It is estimated that such continued cost avoidance for the upcoming three-year period from July 1, 2017 through June 30, 2020, if approved by CareerSource Florida, Inc., would be proportionally equal to this amount.

The information below summarizes the reduction in costs associated with directly operating the management of the One-Stop Career Center system during 2008, when we contracted with Arbor E&T LLC to operate our One-Stop Career Centers. The information, as applicable in 2008, was a benchmark in which to estimate annual potential savings.

Historical Background

During Fiscal Year 2007-2008, a cost-reimbursement contract was issued with a third-party provider for One-Stop Operations and Business Operations. Both contract components met with ineffective communication of Board directives from the contracted management to contracted operational staff for implementation, complex corporate structure which delayed payments to training vendors and staff expense reimbursements and additional layers of management/administrative personnel and associated costs which did not prove to be a positive return on investment.

During Fiscal Year 2008-2009, after the third-party provider was not able to successfully organize its PEO within the first 90 days of the contract period, as stipulated, the contract was terminated and CSH requested Direct Services Provider status from Workforce Florida, Inc., which was granted, effective November 1, 2008.

From November 2008, and projected through June 30, 2017, CSH has realized the approximate savings of \$1,051,904. We estimate this amount to increase for the July 1, 2017 through June 30, 2020 by an additional \$495,741.

8. *A review of any other realized improvement to service delivery and performance outcomes, and description of anticipated improvements.*

Along with the above stated cost savings, local direct control of hiring and of general human resource processes has allowed for prompt action when positions become vacant or when staff members are not performing to acceptable standards. Filling vacant positions previously involved a long and

intricate process which left positions unfilled for long periods of time and negatively impacted customer service delivery. In instances where provider staff performed below expected standards, under the provider model, Board staff could only make strong recommendations for any action to be taken. Under CSH control, we could fill vacant positions more quickly, as well as to ensure greater individual accountability for service delivery, resulting in better trained staff, unification of mission, and more positive and timely responses to Board initiatives.

Streamlining the organizational structure has resulted in improved quality of services, higher performance levels, cost savings, more organizational control, better accountability of staff and resources, consistency and unification of goals and direction, more effective follow-through, improved response time to identified training needs, decreased monitoring findings, and encouragement and fostering of innovative processes.

To further demonstrate our success as a direct service provider, for the FY 2015-16, CSH was awarded \$475,827 in Performance Awards funding. CSH earned an Excel rating as being one of the eight top-ranked local boards in terms of global performance scores for the fiscal year!

9. *Documentation that the public was provided a meaningful opportunity for review and comment on the proposed extension for a period not less than 10 days. Any submitted comments must be included.*

See Attachment A – Public Notice. Please note that no comments have been received to date.

10. *Documentation that the Chief Elected Official has agreed to the planned extension.*

See Attachment B – Signature Page.

Upon receipt of this request, should additional information be required, please contact me at (863) 385-3672 x 303, or via email to ddoubleday@careersourceheartland.com.

Sincerely,



Donna Doubleday
President/CEO

Enclosures: Attachment A: Public Notice
Attachment B: Signature Page

Attachment A:

Public Notices

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of The Highlands News-Sun, a daily newspaper published at Sebring, in Highlands County, Florida; that the attached copy of advertisement, being a notice CAREERSOURCE HEARTLAND REQUEST FOR EXTENSION OF STATUS AS DIRECTOR PROVIDER OF WORKFORCE SERVICES

was published in said newspaper in the issues of MAY 15, 2017

Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

CareerSource Heartland will be requesting an extension of its status as a Director Provider of Workforce Services for DeSoto, Hardee, Highlands, and Okeechobee counties, to provide for the direct operation and delivery of certain workforce services. The extension applies to a three-year period, effective July 1, 2017, if approved by CareerSource Florida. Comments regarding the extension should be directed to Pat Kozic at pkozic@careersourceheartland.com.
May 15, 2017

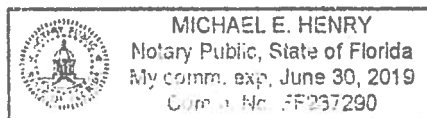
Janet Emerson

Sworn to and subscribed before me this 17th day of May, 2017

Michael E. Henry

Notary Public

(Notary Stamp)



AFFIDAVIT OF PUBLICATION
The Herald-Advocate
 Published Weekly at Wauchula, Florida

STATE OF FLORIDA,
 COUNTY OF HARDEE

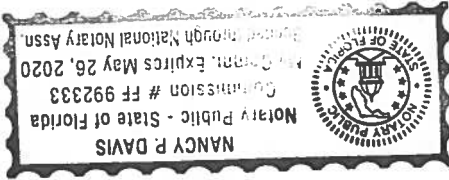
Before the undersigned authority personally appeared *[Signature]*
 who on oath says he is the *Secretary* of The Herald-Advocate, a

newspaper published at Wauchula, in Hardee County, Florida; that the attached copy of advertise-
 ment, being a *Rate Sheet*

in the matter of *Ches Beecher Hearland*
 in the _____ Court, was published in said newspaper in the issues
 of *May 18, 2017*

Affiant further says that the said Herald-Advocate is a newspaper published at Wauchula, in
 said Hardee County, Florida, and that the said newspaper has heretofore been continuously published
 in said Hardee County, Florida, each week and has been entered as second class mail matter at the
 post office in Wauchula, in said Hardee County, Florida, for a period of one year next preceding the
 publication of the attached copy of advertisement; and affiant further says that he has neither paid nor
 promised any person, firm or corporation any discount, rebate, commission or refund for the purpose
 of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this *18th* day of *May*
 A. D. *2017*
[Signature]
 Notary Public
 My Commission Expires *May 26, 2020*



NOTICE
 CareerSource Heartland will be requesting an extension of its status as a Director Provider of Workforce Services for DeSoto, Hardee, Highlands, and Okeechobee counties, to provide for the direct operation and delivery of certain workforce services. The extension applies to a three-year period, effective July 1, 2017, if approved by CareerSource Florida. Comments regarding the extension should be directed to Pat Kozlic at pkozlic@careersourceheartland.com.
 5:18c

Arcadian
108 S Polk Avenue
Arcadia, FL 34266

05/11/17

Phone:(863)494-2434 Fax:(863)494-3533 Website: www.sunnewspapers.net
Email: jbierman@sun-herald.com

Date: 05/11/17	Ad Taker:TJEWELL	Agate Lines: 24
Ad Date: 05/11/17	Sales Person:243	Depth: 2.528
Class: 3138	Words: 68	Inserts: 1
Ad ID: 3454007	Lines: 18	Blind Box:

Account: 257333

CAREER SOURCE
5901 US HIGHWAY 27 S SUITE 1
SEBRING, FL 33870

Description: CareerSource Heartland will be reque Telephone: (863) 385-3672

Other Charges:	\$0.00	Gross:	\$28.80
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	2.528	Amount Due:	\$28.80

Publication	Start	Stop	Inserts	Cost
Legal Advertising	05/11/17	05/11/17	1	\$28.80

invoice

Ad Note:

Customer Note:
LEGALS

Please remit to:

Arcadian
108 S Polk Avenue
Arcadia, FL 34266

We Appreciate Your Business!
Thank You!

CareerSource Heartland will be requesting an extension of its status as a Director Provider of Workforce Services for DeSoto, Hardee, Highlands, and Okeechobee counties, to provide for the direct operation and delivery of certain workforce services. The extension applies to a three-year period, effective July 1, 2017, if approved by CareerSource Florida. Comments regarding the extension should be directed to Pat Kozic at pkozic@careersourceheartland.com.

SUN NEWSPAPERS

Charlotte • DeSoto • Englewood • North Port • Venice

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF DESOTO:

Before the undersigned authority personally appeared Jackie Bierman, who on oath says that she is an employee of the Arcadian, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the copy of advertisement, being a Notice that was published in said newspaper in the issue(s) of:

May 18, 2017

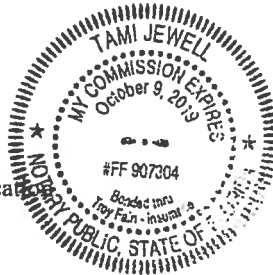
as well as being posted online at www.yoursun.net and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement.


(Signature of Affiant)

Sworn and subscribed before me this 18th day of May, 2017


(Signature of Notary Public)



Personally known X OR Produced Identification

Type of Identification Produced

3138 OTHER NOTICES

CareerSource Heartland will be requesting an extension of its status as a Director Provider of Workforce Services for DeSoto, Hardee, Highlands, and Okeechobee counties, to provide for the direct operation and delivery of certain workforce services. The extension applies to a three-year period, effective July 1, 2017, if approved by CareerSource Florida. Comments regarding the extension should be directed to Pat Koziel at pkozic@careersourceheartland.com.
PUBLISHED 5/18/17
257333 3454007

INDEPENDENT NEWSMEDIA INC. USA

Okeechobee News
107 SW 17th Street, Suite D
Okeechobee, Florida 34974
863-763-3134

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

Before the undersigned authority personally appeared Katrina
Elsken, who on oath says she is the Publisher of the Okeechobee
News, a three times a week Newspaper published at Okeechobee,
in Okeechobee County, Florida, that the attached copy of
advertisement being a Public Notice

in the matter of an extension

in the 19th Judicial District of the Circuit Court of Okeechobee
County, Florida, was published in said newspaper in the issues of

5/14/2017

Affiant further says that the said Okeechobee News is a
newspaper published at Okeechobee, in said Okeechobee County,
Florida, and that said newspaper has heretofore been published
continuously in said Okeechobee County, Florida each week and
has been entered as second class mail matter at the post office in
Okeechobee, in said Okeechobee County, Florida, for a period of
one year next preceding the first publication of the attached copy
of advertisement, and affiant further says that she has neither
paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

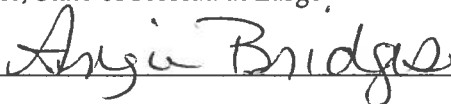


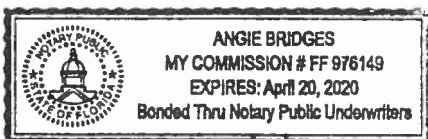
Katrina Elsken

Sworn to and subscribed before me this

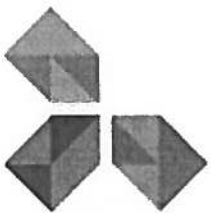
15th day of May 2017 AD

Notary Public, State of Florida at Large,





PUBLIC NOTICE
CareerSource Heartland will be re-
questing an extension of its status
as a Director Provider of Workforce
Services for DeSoto, Hardee, High-
lands, and Okeechobee counties, to
provide for the direct operation and
delivery of certain workforce serv-
ices. The extension applies to a three-
year period, effective July 1, 2017, if
approved by CareerSource Florida.
Comments regarding the extension
should be directed to Pat Kozic at
pkozic@careersourceheartland.com.
480705 ON 05/14/2017



CareerSource
HEARTLAND

(<http://www.careersourceheartland.org>)

12 Military Appreciation Month (Special-event/68-military-appreciation-
May month-2.html)

CAREERSOURCE HEARTLAND PUBLIC NOTICE

Public Notice

CareerSource Heartland will be requesting an extension of its status as a Direct Provider of Workforce Services for DeSoto, Hardee, Highlands, and Okeechobee counties, to provide for the direct operation and delivery of certain workforce services. The extension applies to a three-year period, effective July 1, 2017, if approved by CareerSource Florida. Comments regarding the extension should be directed to Pat Kozic at pkozic@careersourceheartland.com (<mailto:pkozic@careersourceheartland.com>)

Published May 12, 2017

What our clients are saying about us...

Attachment B

**Local Workforce Development Board
Request for Extension to Provide Direct Services**

LWDB Number: 19

LWDB Name: CareerSource Heartland

Contact Name: Donna Doubleday, President/CEO

Contact Phone Number: 863-385-3672 x303

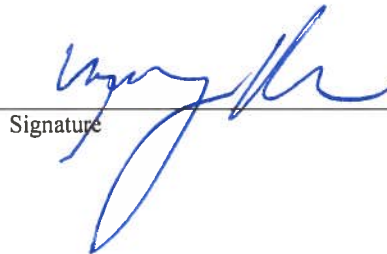
The Local Workforce Development Board seeks to extend its designation as a direct service provider of certain services by agreement of the Chief Elected Official and the Governor. This extension to the designation of the Local Workforce Development Board as a direct service provider of certain services is to be effective for the period July 1, 2017 through June 30, 2020.

The signatures below certify agreement to the request for extension submitted by the Local Workforce Development Board and the assurance that the Local Workforce Development Board will operate in accordance with this extension, its Workforce Service Plan, and applicable federal and state laws and regulations.

Chief Elected Official

Chairman, CareerSource Heartland Board


Signature


Signature

Jack Richie
Name (printed or typed)

William J. Nielander
Name (printed or typed)

Commissioner, Highlands County
Board of County Commissioners
Title

Chair, CSH Board of Directors
Title

5-30-17
Signature Date

5/30/17
Signature Date

ATTACHMENT 4
CARVER MODEL

The Carver Model – Policy Governance

The attached document outlines the principles of the Carver Model policy governance for non-profit boards, which has been adopted by the CareerSource Heartland Board of Directors as the model by which this Board operates. This model clearly establishes oversight responsibilities of the Board of Directors and clarifies the delegation of authority to the President/CEO, who has been given full and direct control of staff. This model assures that members of the Board of Directors will not be involved in the day-to-day operations of the organization, but will provide necessary guidance and establish policy that allows the President/CEO to fulfill this obligation, on their behalf. The President/CEO interacts with the Board's officers and respective committees to ensure the most current philosophy and proactive measures are taken toward accomplishing the organization's overall workforce development mission.

The following text and explanation was taken from the Carver Governance website. More detailed information can be obtained from <http://www.carvergovernance.com>.

The Policy Governance Model is an integrated board leadership paradigm created by Dr. John Carver and designed to empower boards of directors to fulfill their obligation of accountability for the organizations they govern. As a generic system, it is applicable to the governing body of any enterprise. The model enables the board to focus on the larger issues, to delegate with clarity, to control management's job without meddling, and to evaluate the accomplishment of the organization.....to truly lead it's organization.

In contrast to the approaches typically used by boards, the policy governance theory separates issues of organizational purpose (ENDS) from all other organizational issues (MEANS), placing primary importance on those Ends. Policy Governance boards demand accomplishment of purpose, and only limit the staff's available means to those which do not violate the board's pre-stated standards of prudence and ethics.

The board's own Means are defined in accordance with the roles of the board, its members, the chair and other officers, and any committees the board may need to help it accomplish its job. This includes the necessity to "speak with one voice". Dissent is expressed during the discussion, preceding a vote. Once taken, the board's decisions may subsequently be changed, but are never to be undermined. The board's expectations for itself also set out self-imposed rules regarding the delegation of authority to the President/CEO and the method by which board-stated criteria will be used for evaluation. Policy governance boards delegate with care. There is no confusion about who is responsible to the board or for what board expectations they are responsible. Double delegation (for example, to a board committee as well as to the President/CEO) is eliminated.

Evaluation, with such carefully stated expectations, is nothing more than seeking an answer to the question, "Have our expectations been met?" The board, having clarified its expectations, can assess performance in that light. This focused approach reduces the mountains of paperwork boards often feel obliged to review. Those boards which might worry that they are only furnished the data that management wants to give them soon find that in clearly stating their expectations and expecting a relevant and credible accounting of performance, they have effectively taken over control of their major information needs. Their President/CEO no longer has to try to read their minds.

Policy governance is considered an effective change in the way boards conceive of and do their job. Board leadership isn't just rhetoric.....it's a reality.

“The Carver Model”

Principles of policy governance for non-profit Boards of Directors

Principle 1: The trust in trusteeship.

The board of a non-profit or public organization represents the ownership of the organization. It governs on behalf of all the affected persons who are not seated at the board table. It must, therefore, establish, maintain, clarify, and protect its relationship with the organization’s “owners”.

Principle 2: The Board speaks with one voice or not at all.

In order to lead and make authoritative decisions, a board must have a single voice on any given issue. The power of Boards of Directors is not as individuals, but as a group – a corporate entity entrusted by the owners with the authority to govern and lead the organization. Diversity of viewpoints from board members must be respected and encouraged. Rarely will votes be unanimous; however, those trustees who lose a vote must accept that the board has spoken and that its decision must be implemented as decided.

Principle 3: Board decisions should predominately be policy decisions.

Board policies should be the expression of a board’s soul. They should embody the board’s beliefs, commitments, values, and vision. The board must address the largest or broadest values in four categories:

1. Ends. The board defines which customer results are to be achieved, for whom, and at what cost.
2. Executive limitations. The board establishes the boundaries of acceptability within which methods and activities can responsibly be left to staff, at the direction of the President/CEO. These limiting policies apply to means rather than to ends.
3. Board-staff linkage. The board clarifies the manner in which it delegates authority to the President/CEO, as well as how it evaluates the organization’s overall performance on achievement of the ends and executive limitations policies.
4. Governance process. The board determines its philosophy, its accountability, and the specifics of its own job.

Principle 4: Boards should formulate policy by determining the broadest values before progressing to more narrow ones.

- The board should resolve the broadest or larger policy issue in each category before dealing with smaller issues in any category.

- The board should, if it wishes to address smaller levels, never skip levels but move to the next smaller level in sequence.
- The board should grant the President/CEO full authority to make all further choices as long as they are “within” the board’s ends and executive limitations policies.

Principle 5: A board should define and delegate, rather than react and ratify.

The very act of approving things forces boards to become entangled in trivia.

Principle 6: Ends determination is the pivotal duty of governance.

The justification for any organization lies in what difference it can make. A non-profit organization exists so that the world in which it operates can be a better place. The ends of an organization are the reasons for its existence. Careful, wise selection of ends is the highest calling of trustee leadership.

Principle 7: The Board’s best control over staff means is to limit, not prescribe.

The distinction between ends and means will enable the board to free itself from trivia, to delegate clearly and powerfully, and to turn its attention to the large issues of ends. Quite apart from ends, the board is also accountable for the way the organization conducts itself. This is best done by setting limits.

Principle 8: A Board must explicitly design its own products and process.

It is in the policy category of governance process that the board states what it expects of itself. This important category of board policy deals with a portion of the board’s own means; how the board will conduct itself, perform its own job, and evaluate its own performance. Boards must enunciate and hold fast to the principles guiding their own operation or they will appear directionless or even capricious.

Principle 9: A Board must forge a linkage with management that is both empowering and safe.

No single relationship in the organization is as important as that between the board and its President/CEO. This relationship supersedes any relationship with the other staff.

Principle 10: Performance of the President/CEO should be monitored, but only against policy criteria.

When the board has told its President/CEO to achieve certain ends without violating certain executive limitations, monitoring performance becomes no less, and no more, than checking actual performance against these two sets of expectations.

Role and relationships of the President/Chief Executive Officer

What is a President/CEO? Is there a difference between President/CEO and Executive Director?

Boards use many different titles to describe the top staff person in their organization. We have seen executive director, superintendent, general manager, and many more. The title used, however, does not tell us if the incumbent of the position is a President/CEO (even if "CEO" is used as the title). The President/CEO, if one exists, is the first person below the board of directors who, as an individual, has authority over the organization. He or she is accountable to the board that the organization meets its expectations. And accordingly, the President/CEO, to be a real President/CEO, must have authority over the operational organization. Many top staff positions are given only partial authority to make decisions, and therefore cannot be held accountable for the performance of the organization. It is, after all, not possible to hold people accountable for decisions and actions over which they have no authority.

Is it necessary to have a President/CEO in order to use Policy Governance?

No. It is true that if the operational or executive portion of an organization is headed by a President/CEO, governance is easier, for the board doesn't have to deal with division of labor and its accompanying multiple delegations. But the board can still use all of Policy Governance if it chooses not to create a President/CEO position. Without a President/CEO it is still true that the board should make clear the worth of expected results for intended beneficiaries. It is still true that the organization will produce more creatively and productively if the board stays out of the way except for setting prudence and ethics boundaries. So, unambiguous delegation of specified authority and mandatory accountability still must occur, even though without the simplicity of single-person accountability the board job is more difficult.

How does the board evaluate the President/CEO?

The board's chief evaluative interest is whether the organization achieves the board's ends and operates within the board's executive limitations. If a board has a President/CEO, then it holds him or her personally accountable for that organizational performance. The board doesn't evaluate the President/CEO so much as it evaluates the organization and pins it on the President/CEO. The organization's performance is disclosed by a monitoring system that, on a continuing basis, provides the board with applicable data. The running revelation of that system is the President/CEO's evaluation. If the board wishes to punctuate that continual stream, it may do so, as in an annual evaluation, for example. But nothing can come up in the punctuation that wasn't already in the regular monitoring system, since that system is exhaustive.

Can the President/CEO be on the board?

Yes, but not without a conflict of interest. It is an imprudent practice and one that is entirely unnecessary inasmuch as whatever value it contributes can be achieved with other ways that do not have so obvious a downside. After all, the board has complete access to the President/CEO without his or her having a board seat. And if the reason for a board seat is to give the President/CEO greater prestige, the board has only itself to blame for not vesting great prestige in the President/CEO role itself. As an aside, if the President/CEO is given a board seat without a vote, we treat that as not being on the board.

Can the President/CEO chair the board?

No – never. The conflict of interest is obvious on its face. The fact that many if not most corporate boards in North America operate in this fashion is demonstration that their practices are not good models for anyone, even for themselves. This practice is open admission that the integrity of governance as a link in the chain of moral authority from owners-to-operators is woefully overlooked in the field.

Isn't it dangerous to give as much authority to the President/CEO as Policy Governance does?

Policy Governance in itself doesn't give either more or less authority than traditional governance practices. But what it does give, it gives explicitly and traceably. It is common for boards not using Policy Governance to give their President/CEO a great deal of authority *implicitly*. (As just one example, for the President/CEO to be the main source of a board's agenda conceals a great deal of unnoticed authority.) Moreover, Policy Governance doesn't dictate how much authority a board should give or withhold. It sets out a *framework* in which each board makes unequivocal decisions about how much President/CEO authority there is to be.

Why give a lot of authority to the President/CEO?

The President/CEO position is the board's guarantor of organizational performance. Once the board has defined desired performance, the real work begins. Boards that value performance desire and deserve a powerful President/CEO. So it is to the board's advantage that the President/CEO has as much authority as the board can prudently grant him or her. And, of course, it is to the board's advantage that the President/CEO be successful. The amount of authority given to the President/CEO is only limited by the board's own need to be accountable to the ownership and before the law. But since it is the board deciding how much authority to give, setting the limits, and defining success, the President/CEO is always less powerful than the board.

Doesn't Policy Governance require a great deal of trust in the President/CEO?

A Policy Governance board sets out comprehensive expectations for organizational accomplishment, then demands credible performance data relevant to each expectation. The board can choose to receive these data from sources other than the President/CEO (e.g., an auditor). So Policy Governance does not require more trust than board practices in which expectations are less explicitly set and monitoring is less precisely targeted. It actually requires less. Frankly, the more substantial trust issue in organizations is for the President/CEO to be able to trust the board (e.g., never to evaluate on unstated criteria

or never to leave the President/CEO to the mercy of individual board members). Consequently, Policy Governance not only addresses President/CEO trust issues, but requires board behavior that is trustworthy.

(continued)

The board's relationship with staff below the President/CEO

Should staff attend board meetings?

Staff under the President/CEO may attend board meetings, unless an “in-camera” item is being discussed; but should not be required to attend by the board. Occasionally the board may wish to obtain staff input about a decision the board is going to make, and asking the President/CEO for the attendance of staff members for such a purpose is fine. Sometimes, the President/CEO may decide that he or she will need the assistance of a staff member in giving input to the board, and the President/CEO of course has the authority to require staff attendance at such times. Perhaps the most important point, however, is that the board meetings belong to the board, not to the President/CEO and certainly not to the President/CEO's staff. Nothing should ever be allowed to cloud that distinction.

Isn't it a waste of talent if board members cannot help staff?

It might well be. But there is nothing in the Policy Governance model that prevents individual board members from helping staff unless the staff does not want it. As long as only the board as a body can exercise authority over staff (and then only over the President/CEO if there is one), then individuals can relate in any way they wish. With this construction, it is obvious that board members cannot foist their advice on staff, but may freely give it if asked. The key is that the mechanism of advice must always be thoroughly under the control of the advisees.

Is it true that the board can't talk to the staff, and if so, why?

No, this is not true. In Policy Governance, anyone can talk to anyone. What is true, however, is that the use of authority between board and staff is very carefully controlled. Only the board issues instructions; board members—even the chair—do not have the authority to do so. And board instructions go to the President/CEO, if there is one. In addition, board members as individuals or as a group are not permitted to make assessments of the performance of sub-President/CEO staff members. Having the right to judge performance is actually almost the same as having the right to set expectations. The board as a body assesses organizational compliance with its pre-stated expectations, and holds the President/CEO accountable for this compliance.

How can a board member contribute special skills or knowledge when the board must "speak with one voice"?

Nothing in Policy Governance prevents a board member from advising or helping staff as long as two safeguards are in place: (1) The board has made clear that no board member has any authority over staff, even the authority to foist advice or even demand to be heard, and (2) the President/CEO or his/her delegate requests or accepts an offer of advice or help. With these rules in place, there is no limit to the amount staff can tap the special gifts board members might bring.

Does Policy Governance apply when there is no staff?

Yes, but because very small organizations normally have less need for a sophisticated system, using Policy Governance may be like using an advanced management system for our housecleaning. The way in which it can be most useful is in helping board members know when they are being a board and when they are being a staff, for different principles apply. For example, as board it is important that decisions be made by the group; as staff, it is important that individual decision-making be as unencumbered as possible.

What about the clerical person who takes minutes and in other ways works for the board?

While it is possible for a board to have a "secretary" that is apart from the President/CEO, doing so is normally not the best choice. Therefore, the board's clerical assistant works for the President/CEO, but is assigned by him or her to board service. If the board does not get from this help what it has said it wants, its recourse is upon the President/CEO, not the clerical person. In other words, the board holds the President/CEO accountable for providing a certain level of assistance.

Staff is the most critical ingredient in success; why shouldn't the board have a hand in their selection?

Ironically, this is why the board should not be directly involved except to choose a President/CEO. In any situation, accountability is maximized when as many of the factors of production as possible are in direct control of the one to be held accountable. When a board involves itself in any of those factors, it reduces the degree to which it can hold its President/CEO accountable. The best course for the board to take is (a) to demand performance and assess it rigorously and (b) to establish limits outside which President/CEO (thence staff) decision-making cannot go, and assess that just as rigorously. It is only when boards fail to do these things that they are tempted into 'getting into the kitchen.'

ATTACHMENT 5: MOU's

Vocational Rehabilitation MOU/Resource Sharing_Colocation in Okeechobee and Hardee

Indian River State College for Adult Education/Literacy

South Florida State College for Adult Education/Literacy

School District of DeSoto County for Adult Education/Literacy

School District of Hardee County for Adult Education/Literacy

Resource Sharing Agreement with The Arc

Resource Sharing Agreement with AARP

Resource Sharing Agreement with Dept. of Business & Professional Regulation (perpetual)

Florida Non-Profit Housing

Alpha & Omega (thru 09/30/20)

ALPI (Agricultural and Labor Program, Inc.)

Circuit 10 Interagency Agreement.

Circuit 12 Interagency Agreement.

DeSoto County Board of County Commissioners for labor exchange services (perpetual)

Manatee Community Action Agency, Inc.

Dept. of Economic Opportunity (DEO) for the delivery of Wagner-Peyser funded employment services – identified as Exhibit A of the Grantee-Sub Grantee Agreement between Heartland Workforce (CareerSource Heartland) and DEO

RECEIVED
CONTRACTS, GRANTS, AND
PROCUREMENT

166 FEB -2 AM 10:38

MEMORANDUM OF UNDERSTANDING
NO.: IA-601
BETWEEN
CAREERSOURCE HEARTLAND
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

I. Parties:

This Memorandum of Understanding (MOU) is entered into pursuant to 29 United States Code ("USC") §721(a)(11)(A) (the Rehabilitation Act of 1973), and 29 USC 3151(c)(1), (the Workforce Innovation and Opportunity Act - WIOA) between CareerSource Heartland hereinafter referred to as "the Workforce Board" and the Florida Department of Education, Division of Vocational Rehabilitation, hereinafter referred to as "DOE/DVR."

II. Background:

Pursuant to §413.201 and §413.202, Florida Statutes, and 29 USC §721(a)(2), DOE/DVR is the designated State unit which is required by 29 USC §721(a)(11)(A) and 29 USC §3151(c)(1) to enter into cooperative agreements with other entities that are components of the statewide workforce innovation and opportunity system; and is required by 29 USC §3122(b)(2)(D)(iii) to provide representation on the Workforce Board.

The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. Individuals who can benefit from vocational rehabilitation services can be expeditiously identified and served using a shared placement concept through the One-Stop Delivery System.

III. Purpose:

Any person who has a physical or mental impairment and is of working age may apply for vocational rehabilitation services. The purpose of this MOU is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services and vocational rehabilitation services in DeSoto, Hardee, Highlands, and Okeechobee counties. In addition, this MOU will establish joint processes and procedures that will enable the parties to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, support services and other workforce development services to these counties.

IV. Responsibilities:

A: The Workforce Board will:

1. Participate in activities associated with assessing organizational performance and developing and carrying out improvement plans. It is expected that these activities will include full integration of workforce

development services by and between DOE/DVR and the Workforce Board so that services will be delivered in a seamless manner.

2. Be familiar with the array of services provided in the DOE/DVR system.
3. Provide workforce development services to eligible customers. Examples of services include:
 - a. Resource Room with online access to career and employment websites and "how-to" library of career-related resources
 - b. General Assessment, Career Counseling and Guidance;
 - c. Job Readiness Workshops;
 - d. Assistance with Resume Development and Interview Skills;
 - e. Referrals to jobs matching personal qualifications;
 - f. Job placement assistance;
 - g. Provision of Labor Market Information
 - h. Provision of information on available training programs
 - i. Funding for traditional or work-based training

B: DOE/DVR will:

1. Participate in activities associated with assessing organizational performance and developing and carrying out improvement plans. It is expected that these activities will include full integration of workforce development services by and between DOE/DVR and the Workforce Board so that services will be delivered in a seamless manner.
2. Be familiar with the array of services provided in the One-Stop service delivery system.
3. Provide vocational rehabilitation services to eligible customers. Examples of DOE/DVR services include:
 - a. Medical and Psychological Assessment;
 - b. Vocational Evaluation and Planning;
 - c. Career Counseling and Guidance;
 - d. Training and Education After High School;
 - e. Job-Site Assessment and Accommodations;
 - f. Job Placement;
 - g. Job Coaching;
 - h. On-the-Job Training;
 - i. Supported Employment;
 - j. Assistive Technology and Devices; and
 - k. Time-Limited Medical and/or Psychological Treatment

C: The Workforce Board and DOE/DVR will:

Perform all such responsibilities as are required by the Workforce Innovation and Opportunity Act (29 USC Chapter 32) and subsequent federal regulations such as:

1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
2. Provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
3. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
4. Participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations.
5. Ensure that high-quality integrated data inform decisions made by policymakers, employers, and job seekers.

V. Cost Sharing/Resource Sharing:

The Workforce Board and DOE/DVR will provide the services and resources based on the cost/resource sharing detail listed in the attached Cost Sharing Plan. (Attachment B)

VI. Method of Referral:

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, DOE/DVR will refer all customers to the Workforce Board for work registration. Placements may be shared among agencies as each partner specializes in distinct services.

VII. Standard Terms and Conditions:

The term "agreement" as used in Attachment C, Standard Terms and Conditions ("STAC"), shall be construed identically with the term "Memorandum of Understanding (MOU)" in the body of this Agreement. The following Sections of the STAC do not apply: III; XXXIV; XXXV.

VIII. Effective Period

This MOU becomes effective when executed by the last party below, and will remain in force until 06/30/2018. This MOU shall be reviewed by DOE/DVR not less than once every 3-year period to ensure appropriate delivery of services and may be renewed by mutual agreement of the parties for an additional five (5) year period.

IX. Modification

The Workforce Board or DOE/DVR may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties.

X. Dispute Resolution

The MOU Managers shall attempt to informally resolve any dispute concerning the performance of the terms of this MOU. A dispute that cannot be resolved informally shall be reduced to writing and delivered to the

Commissioner of Education or his/her designee. The Commissioner or his/her designee shall decide the dispute, reduce the decision to writing, and provide a copy to the MOU Managers.

XI. Termination

This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XII. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

DEPARTMENT OF EDUCATION/DIVISION OF VOCATIONAL REHABILITATION

Name: Myron Cobbs

Title: Government Operations Consultant II

Address: 4070 Esplanade Way, 2nd Floor, Suite 260K

Phone: 850-245-3348

Fax: 850-245-3362

E-mail: myron.cobbs@vr.fldoe.org

CAREERSOURCE HEARTLAND

Name: Donna Doubleday

Title: President/CEO

Address: 5901 US Hwy 27 South, Suite 1, Sebring, FL 33870

Phone: 863-385-3672 ext 303

Fax: 863-328-9067

E-mail: ddoubleday@careersourceheartland.com

XIII. Attachments:

Attachment B – Cost Sharing Plan

Attachment C – Standard Terms and Conditions

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE HEARTLAND

**DEPARTMENT OF EDUCATION/DIVISION OF
VOCATIONAL REHABILITATION**

By: 
D. Doubleday, President/CEO

By: 
Commissioner of Education

Date: 1-12-16

Date: 2/15/16

COST SHARING PLAN ATTACHMENT B

The State of Florida, Department of Education, Division of Vocational Rehabilitation (DOE/DVR), 3555 Maguire Blvd., Suite 205, Orlando, Florida 32803, agrees to participate with CareerSource Heartland (CSH), 5901 US Hwy 27 South, Suite 1, Sebring, Florida 33870 as a workforce services designated partner in service delivery throughout DeSoto, Hardee, Highlands, and Okeechobee Counties. Both parties agree to coordinate costs related to individual plans for mutual clientele as appropriate. DOE/DVR will be co-located with CSH in the CSH Okeechobee office located at 207 SW Park Street, Okeechobee, Florida, during normal business hours, Monday-Friday, 8am-5pm, when CSH is open. (Note: CSH closes one Friday per quarter for staff development, and agency holidays may vary. CSH closes daily for lunch 12:30pm-1:30pm).

Resources provided by CSH include:

- Allocation of approx. 9 ft. x 10 ft. work space, as well as shared use of common areas, such as break room, conference room(s), lobby area, etc., for total usage area of 250 square feet (scheduling for conference room use should be coordinated through the CSH Center Branch Coordinator)
- Desk, chair, bookcase, customer chair(s)
- Access to Internet via wireless capability

In support of their designated co-located staff, DOE/DVR will provide, as needed and at their expense:

- a telephone and designated telephone line (installation will be required)
- computer/monitor
- printer/copier capabilities

For the resources provided by CSH, DOE/DVR will pay a maintenance fee of \$237.71 per month. DOE/DVR will provide to CSH proof of general liability insurance verifying minimum coverage of \$1,000,000. Such insurance shall cover all of DOE/DVR's operations in the CSH Center.

This Cost Sharing Plan will be reviewed quarterly to ensure continued mutual benefit to both parties, and may be amended upon mutual agreement.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

Contract No. IA-601

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service;
 - B. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, F.S., or as provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.

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- D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
- B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
1. The written source code;
 2. The source code files;
 3. The executable code;
 4. The executable code files;
 5. The data dictionary;
 6. The data flow diagram;
 7. The work flow diagram;
 8. The entity relationship diagram; and
 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

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- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes , all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 71A-1.005 (1)-(3), and fully comply with all information technology security policies.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN RIVER STATE COLLEGE
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Adult Education and Literacy Services under the
Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between Indian River State College (hereinafter IRSC), and CareerSource Heartland (hereinafter CSH or “the Workforce Board”), for the delivery of Adult Education and Literacy services provided pursuant to H.R. 83/ Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, IRSC is committed to creating a superior teaching and learning environment, cultivating student success, embracing diversity, stimulating economic growth, developing a highly-skilled workforce, building partnerships to expand opportunities, and providing cultural enrichment and lifelong learning; and

WHEREAS, CSH is committed to: facilitating cooperation throughout its four county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that Adult Education and Literacy is a critical component of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from adult education and literacy services can be expeditiously identified and served using a shared referral/placement concept through the local one-stop delivery system;

NOW, THEREFORE, IRSC and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by IRSC Adult Education and Literacy and CSH to provide such services in a coordinated, seamless and customer-friendly manner.

I. IRSC will:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between IRSC and CareerSource Heartland so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the One-Stop service delivery system.
- C. Provide adult education and literacy services to eligible customers, including General Education Diploma and English As A Second Language options, to:
 - 1. assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. assist adults who are parents or family members to obtain the education and skills that
 - a. are necessary to becoming full partners in the educational development of their children; and
 - b. lead to sustainable improvements in the economic opportunities for their family; Vocational Evaluation and Planning;
 - 3. assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, and through career pathways; and
 - 4. assist immigrants and other individuals who are English language learners in
 - a. improving their
 - i. reading, writing, speaking, and comprehension skills in English; and
 - ii. mathematics skills; and
 - b. acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available adult education and literacy opportunities.
- E. Provide services and tutoring, as appropriate, through face-to-face and online options.
- F. Provide integrated adult education and literacy activities concurrently with workforce preparation and training, as appropriate.
- G. Provide integrated English literacy concurrently with civics education, as appropriate.
- H. Satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

II. CareerSource Heartland will:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between IRSC and CareerSource Heartland so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided by the IRSC Adult Education and Literacy programs.
- C. Provide workforce development services to eligible customers. Examples of services include:

1. Resource Room with online access to career and employment websites and "how-to" library of career-related resources
2. General Assessment, Career Counseling and Guidance;
3. Job Readiness Workshops;
4. Assistance with Resume Development and Interview Skills;
5. Referrals to jobs matching personal qualifications;
6. Job placement assistance;
7. Provision of Labor Market Information
8. Provision of information on available training programs
9. Funding for traditional or work-based training

D. Refer potential students to IRSC.

III. CareerSource Heartland and IRSC will:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide Links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Utilize technology wherever possible to enhance service delivery.

IV. Cost Sharing/Resource Sharing

- A. IRSC will provide, at their cost: (as related to Adult Education and Literacy)
 1. infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;

2. assistive technology and equipment for individuals with disabilities; and
3. software for face-to-face or online classrooms and tutoring needs.

B. CSH will provide: (as related to career and job search activities)

1. Infrastructure such as resource room, equipment and computers, and all related utility fees;
2. Related assistive technology and equipment for individuals with disabilities; and
3. Software and materials for career search and job matching.

V. Method of Referral

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, IRSC will refer all customers to CSH for work registration. As appropriate, CSH will refer potential students to IRSC. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

A. CSH is the designated referral agent for WIOA, Welfare Transition (WT), and Trade Adjustment Act (TAA) programs, and acts as the referral agent for WIOA, WT, and/or TAA participants.

B. STATEMENT OF WORK FOR ADULT EDUCATION AND LITERACY SERVICE DELIVERY

1. Eligible individuals referred by CSH for Adult Education and Literacy services shall be enrolled in the approved course(s) specified on the CSH Voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the Voucher.
2. For individuals requiring a renewal of the CSH Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of IRSC.
3. IRSC shall provide the training program(s) Adult Basic Education (ABE), General Education Diploma (GED), and English for Speakers of Other Languages (ESOL), and shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH staff to determine the most appropriate course for each individual. Only those participants determined in need of education through this objective assessment will be referred to IRSC by CSH staff. IRSC is not authorized to enroll participants into additional training programs without prior written consent of CSH.
5. IRSC agrees that each individual referred for education will be evaluated for all financial aid eligibility normally available to IRSC students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges, and benefits available to the general student population of the IRSC. CSH will not pay out-of-state tuition rates for WIOA, WT, and/or TAA students. CSH staff will not knowingly refer an individual who is unable to verify residency. IRSC is under no obligation to accept a referral for an individual who is unable to verify residency.

6. IRSC agrees to notify the CSH Chief Programs Officer (CPO), in writing, of any financial aid provided to WIOA, WT, and/or TAA students. It is the responsibility of IRSC to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The Voucher will specify the expenses that will be paid for by WIOA, WT, and/or TAA funds.
7. IRSC acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

C. FETPIP REPORTING

Effective July 1, 1999, IRSCs must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The IRSC shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintain subsequent eligibility, IRSC is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

The required performance information for all students will be:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment
- Percentage who completed the program
- Retention rates for completers at 6 months
- Wages for completers at 6 months
- Rates of licensure, degree or certification attainment

Signed compliance assurance required. See Exhibit A – FETPIP Reporting.

D. ADA COMPLIANCE

Agreements with CSH include assurance that the provider's facility is ADA Compliant.

Signed compliance assurance required. See Exhibit B – ADA Compliance, indicating that accessibility to your administrative and programmatic/training site(s) is within the required guidelines.

E. AGREEMENT PERIOD

This Agreement becomes effective when executed by the last party below, and will remain in force until June 30, 2019. This MOU shall be reviewed by IRSC and CSH not less than once every 3-year period to ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

F. PAYMENT AND DELIVERY OF ADULT EDUCATION AND LITERACY SERVICES

1. Tuition payments will be considered only for those individuals referred to IRSC by CSH staff as evidenced by a valid CSH Voucher. Tuition or other payments will be made to IRSC only for those individuals approved by CSH who are enrolled in and receiving training.
2. IRSC shall forward to the CareerSource Heartland Administrative Office, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, the original signed Voucher along with a written invoice for tuition/fees for eligible students. Invoices are payable to IRSC upon receipt in accordance with payment procedures listed below.
3. IRSC shall, in conformity with the general refund policies of IRSC, refund CSH such tuition/fees which are paid for individuals who enroll in and begin training but drop out of courses.
4. CSH shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. For customer Vouchers, any changes in IRSC's tuition and fees must be submitted in writing with justification to CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, IRSC will provide CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to students referred by CSH in the same manner as IRSC's general student population. IRSC agrees not to accept a voucher that was transferred to any other student.
7. IRSC acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
8. Payment Procedure
 - a. IRSC is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for education services under this Agreement shall be based on IRSC's attached course description. IRSC will receive funds based on the information contained on the Voucher and from the coordination of other funding sources available to the student. IRSC will not charge CSH referrals any fees outside the standard and agreed-upon rates.
 - b. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.

G. RECORDS

Upon request, IRSC shall provide to CSH*, progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*refer to CSH Contact Information)

IRSC shall notify the appropriate CSH representative* within 5-10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report. (*refer to CSH Contact Information)

H. ACCESS TO RECORD & MONITORING

IRSC shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida, Inc., or their designated representatives, any books, documents, papers, letters, records (including computer records) of IRSC as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and electronic document copies (scans or photocopies). This right includes timely and reasonable access to IRSC personnel for the purpose of interviews and discussions related to such documents.

I. AUDITS

If applicable, IRSC shall provide for an independent certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB)/Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments.

J. ASSIGNMENTS AND SUBCONTRACTS

IRSC shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSH, unless otherwise authorized by this Agreement. A written subcontract must be presented to CSH for consideration. In no case shall such consent relieve IRSC from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

K. TERMINATION FOR CONVENIENCE/DEFAULT

1. CSH or IRSC may terminate this Agreement for convenience when it is in the best interest of either party. CSH may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and IRSC has thirty (30) days after the effective date to bill for payment. IRSC shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.
2. CSH or IRSC may terminate this contract when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If IRSC fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the IRSC of such unsatisfactory performance in writing. IRSC has ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure to respond within the appointed time or with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within thirty (30) days of termination date.

IRSC shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under the Agreement.

L. AMENDMENTS/NOTIFICATIONS

CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of IRSC. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by IRSC of a written notice of change signed by the CSH President/CEO.

NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)

1. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.
2. All notices under this Agreement shall be given in writing to the parties at the following address:

Indian River State College Dr. Edwin R. Massey, President 3209 Virginia Ave. Fort Pierce, Florida 34981	CareerSource Heartland Donna Doubleday, President/CEO 5901 US Hwy 27 S, Suite 1 Sebring, Florida 33870
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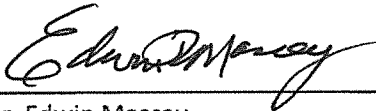
If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the person(s) or address(es) to which future notices are to be sent as provided by this paragraph.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

INDIAN RIVER STATE COLLEGE

CAREERSOURCE HEARTLAND



Dr. Edwin Massey
President

5-11-17
Date



Donna Doubleday
President/CEO

5-9-17
Date

Attachments to this document include:
Exhibit A – FETPIP Reporting
Exhibit B – ADA Compliance
CSH Contact Information

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Adult Education and Literacy Services under the
Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between South Florida State College (hereinafter SFSC), and CareerSource Heartland (hereinafter CSH or "the Workforce Board"), for the delivery of Adult Education and Literacy services provided pursuant to H.R. 83/ Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, SFSC is committed to encouraging the free exchange of ideas in an environment that embraces honesty, fairness, personal responsibility, and ethical leadership; seeking opportunities to enhance achievement and success in local and world communities; embracing cultural diversity, inclusiveness, collaboration, mutual respect, responsive and productive partnerships, and the sharing of resources; providing opportunities for students and staff to succeed in a highly competitive environment so that they can become effective lifelong learners; and providing high-quality, innovative, and flexible teaching and learning opportunities in a learning-centered environment

WHEREAS, CSH is committed to: facilitating cooperation throughout its four county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that Adult Education and Literacy is a critical component of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from adult education and literacy services can be expeditiously identified and served using a shared referral/placement concept through the local one-stop delivery system;

NOW, THEREFORE, SFSC and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by SFSC Adult Education and Literacy and CSH to provide such services in a coordinated, seamless and customer-friendly manner.

I. SFSC will:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out Improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between SFSC and CareerSource Heartland so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the One-Stop service delivery system.
- C. Provide adult education and literacy services to eligible customers, including, General Educational Diploma and English for Speakers of Other Languages options to:
 - 1. assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. assist adults who are parents or family members to obtain the education and skills that
 - a. are necessary to becoming full partners in the educational development of their children; and
 - b. lead to sustainable improvements in the economic opportunities for their family;
 - 3. assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, and through career pathways; and
 - 4. assist immigrants and other individuals who are English language learners in
 - a. improving their
 - i. reading, writing, speaking, and comprehension skills in English; and
 - ii. mathematics skills;
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available adult education and literacy opportunities.
- E. Provide services and tutoring, as appropriate, through face-to-face and online options.
- F. Provide integrated adult education and literacy activities concurrently with workforce preparation and training, as appropriate.
- G. Satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

II. CareerSource Heartland will:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between SFSC and CareerSource Heartland so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided by the SFSC Adult Education and Literacy programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 - 1. Resource Room with online access to career and employment websites and "how-to" library of career-related resources

2. General Assessment, Career Counseling and Guidance;
3. Job Readiness Workshops;
4. Assistance with Resume Development and Interview Skills;
5. Referrals to jobs matching personal qualifications;
6. Job placement assistance;
7. Provision of Labor Market Information
8. Provision of information on available training programs
9. Funding for traditional or work-based training

D. Refer potential students to SFSC.

III. CareerSource Heartland and SFSC will:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide Links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Utilize technology wherever possible to enhance service delivery.

IV. Cost Sharing/Resource Sharing

- A. SFSC will provide, at their cost: (as related to Adult Education and Literacy)
 1. Infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;
 2. Assistive technology and equipment for individuals with disabilities; and
 3. Software for face-to-face and tutoring needs.

- B. CSH will provide: (as related to career and job search activities)
 - 1. Infrastructure such as resource room, equipment and computers, and all related utility fees;
 - 2. Related assistive technology and equipment for individuals with disabilities; and
 - 3. Software and materials for career search and job matching.

V. Method of Referral

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, SFSC will refer all customers to CSH for work registration. As appropriate, CSH will refer potential students to SFSC. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

A. CSH is the designated referral agent for WIOA, Welfare Transition (WT), and Trade Adjustment Act (TAA) programs, and acts as the referral agent for WIOA, WT, and/or TAA participants.

B. STATEMENT OF WORK FOR ADULT EDUCATION AND LITERACY SERVICE DELIVERY

- 1. Eligible individuals referred by CSH for Adult Education and Literacy services shall be enrolled in the approved course(s) specified on the CSH Voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the Voucher.
- 2. For individuals requiring a renewal of the CSH Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of SFSC.
- 3. SFSC shall provide the training program(s) Adult Basic Education (ABE), General Education Diploma (GED), and English for Speakers of Other Languages (ESOL), and shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
- 4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH staff to determine the most appropriate course for each individual. Only those participants determined to be in need of education through this objective assessment will be referred to SFSC by CSH staff. SFSC is not authorized to enroll participants into additional training programs without prior written consent of CSH.
- 5. SFSC agrees that each individual referred for education will be evaluated for all financial aid eligibility normally available to SFSC students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges, and benefits available to the general student population of the SFSC. CSH will not pay out-of-state tuition rates for WIOA, WT, and/or TAA students. CSH staff will not knowingly refer an individual who is unable to verify residency. SFSC is under no obligation to accept a referral for an individual who is unable to verify residency.
- 6. SFSC agrees to notify the CSH Chief Programs Officer (CPO), in writing, of any financial aid provided to WIOA, WT, and/or TAA students. It is the responsibility of SFSC to provide sufficient oversight to prevent

misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The Voucher will specify the expenses that will be paid for by WIOA, WT, and/or TAA funds.

7. SFSC acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

C. FETPIP REPORTING

Effective July 1, 1999, SFSC must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The SFSC shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintain subsequent eligibility, SFSC is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

The required performance information for all students will be:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment
- Percentage who completed the program
- Retention rates for completers at 6 months
- Wages for completers at 6 months
- Rates of licensure, degree or certification attainment

Signed compliance assurance required. See Exhibit A – FETPIP Reporting.

D. ADA COMPLIANCE

Agreements with CSH include assurance that the provider's facility is ADA Compliant.

Signed compliance assurance required. See Exhibit B – ADA Compliance, indicating that accessibility to your administrative and programmatic/training site(s) is within the required guidelines.

E. AGREEMENT PERIOD

This Agreement becomes effective when executed by the last party below, and will remain in force until June 30, 2019. This MOU shall be reviewed by SFSC and CSH not less than once every 3-year period to ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

F. PAYMENT AND DELIVERY OF ADULT EDUCATION AND LITERACY SERVICES

1. Tuition payments will be considered only for those individuals referred to SFSC by CSH staff as evidenced by a valid CSH Voucher. Tuition or other payments will be made to SFSC only for those individuals approved by CSH who are enrolled in and receiving training.

2. SFSC shall forward to the CareerSource Heartland Administrative Office, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, the original signed Voucher along with a written invoice for tuition/fees for eligible students. Invoices are payable to SFSC upon receipt in accordance with payment procedures listed below.
3. SFSC shall, in conformity with the general refund policies of SFSC, refund CSH such tuition/fees which are paid for individuals who enroll in and begin training but drop out of courses.
4. CSH shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. For customer Vouchers, any changes in SFSC's tuition and fees must be submitted in writing with justification to CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, SFSC will provide CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to students referred by CSH in the same manner as SFSC's general student population. SFSC agrees not to accept a voucher that was transferred to any other student.
7. SFSC acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
8. Payment Procedure
 - a. SFSC is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for education services under this Agreement shall be based on SFSC's attached course description. SFSC will receive funds based on the information contained on the Voucher and from the coordination of other funding sources available to the student. SFSC will not charge CSH referrals any fees outside the standard and agreed-upon rates.
 - b. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.

G. RECORDS

Upon request, SFSC shall provide to CSH*, progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*refer to CSH Contact Information)

SFSC shall notify the appropriate CSH representative* within 5-10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report. (*refer to CSH Contact Information)

H. ACCESS TO RECORD & MONITORING

SFSC shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida, Inc., or their designated representatives, any books, documents, papers, letters, records (including computer records) of SFSC as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and electronic document copies (scans or photocopies). This right includes

timely and reasonable access to SFSC personnel for the purpose of interviews and discussions related to such documents.

I. AUDITS

If applicable, SFSC shall provide for an independent certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB)/Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments.

J. ASSIGNMENTS AND SUBCONTRACTS

SFSC shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSH, unless otherwise authorized by this Agreement. A written subcontract must be presented to CSH for consideration. In no case shall such consent relieve SFSC from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

K. TERMINATION FOR CONVENIENCE/DEFAULT

1. CSH or SFSC may terminate this Agreement for convenience when it is in the best interest of either party. CSH may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and SFSC has thirty (30) days after the effective date to bill for payment. SFSC shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.
2. CSH or SFSC may terminate this contract when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If SFSC fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the SFSC of such unsatisfactory performance in writing. SFSC has ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure to respond within the appointed time or with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within thirty (30) days of termination date.

SFSC shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under the Agreement.

L. AMENDMENTS/NOTIFICATIONS

CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of SFSC. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by SFSC of a written notice of change signed by the CSH President/CEO.

NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)

1. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.
2. All notices under this Agreement shall be given in writing to the parties at the following address:

South Florida State College Thomas Leitzel, Ph.D, President South Florida State College 600 West College Drive Avon Park, Florida 33825	CareerSource Heartland Donna Doubleday, President/CEO CareerSource Heartland 5901 US Hwy 27 S, Suite 1 Sebring, Florida 33870
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If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the person(s) or address(es) to which future notices are to be sent as provided by this paragraph.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

SOUTH FLORIDA STATE COLLEGE

CAREERSOURCE HEARTLAND



Thomas Leitzel, Ph.D
President

Donna Doubleday
President/CEO

5-24-17

4-27-17

Date

Date

Attachments to this document include:

- Exhibit A – FETPIP Reporting
- Exhibit B – ADA Compliance
- CSH Contact Information

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF DESOTO COUNTY
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Adult Education and Literacy Services under the
Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between The School District of DeSoto County (hereinafter SDDC), and CareerSource Heartland (hereinafter CSH or "the Workforce Board"), for the delivery of Adult Education and Literacy services provided pursuant to H.R. 83/Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, SDDC is committed to: preparing all students to be successful citizens and productive workers; and creating an educational environment, staffed with highly qualified instructional staff, which is conducive for adult learners to increase their academic skills in reading, mathematics and language as evidenced by attainment of the GED credential and/or the increase in measurable educational gains and ultimately, employment; and

WHEREAS, CSH is committed to: facilitating cooperation throughout its four county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that Adult Education and Literacy is a critical component of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from adult education and literacy services can be expeditiously identified and served using a shared referral/placement concept through the local one-stop delivery system;

NOW, THEREFORE, SDDC and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by SDDC Adult Education and Literacy and CSH to provide such services in a coordinated, seamless and customer-friendly manner.

I. SDDC agrees to:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between SDDC and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the one-stop service delivery system.
- C. Provide adult education and literacy services to eligible customers, including, General Educational Diploma, and English for Speakers of Other Languages options to:
 - 1. assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. assist adults who are parents or family members to obtain the education and skills that
 - a. are necessary to becoming full partners in the educational development of their children; and
 - b. lead to sustainable improvements in the economic opportunities for their family;
 - 3. assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, and through career pathways; and
 - 4. assist immigrants and other individuals who are English language learners in
 - a. improving their
 - i. reading, writing, speaking, and comprehension skills in English; and
 - ii. mathematics skills;
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available adult education and literacy opportunities.
- E. Provide services and tutoring, as appropriate, through face-to-face and online options.
- F. Provide integrated adult education and literacy activities concurrently with workforce preparation and training, as appropriate.
- G. Refer job seekers to CSH.

II. CSH agrees to:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between SDDC and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided by the SDDC Adult Education and Literacy programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 - 1. Resource Room with online access to career and employment websites and "how-to" library of career-related resources;
 - 2. General Assessment, Career Counseling and Guidance;
 - 3. Job Readiness Workshops;
 - 4. Assistance with Resume Development and Interview Skills;

5. Referrals to jobs matching personal qualifications;
6. Job placement assistance;
7. Provision of Labor Market Information;
8. Provision of information on available training programs;
9. Funding for traditional or work-based training.

D. Refer potential students to SDDC.

E. Provide SDDC with access to materials and links that can enhance student opportunities for career exploration and employment preparation.

III. CSH and SDDC agree to:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide Links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Utilize technology wherever possible to enhance service delivery.
- I. Coordinate and conduct activities such as workshops, employer roundtables, etc. that will mutually benefit students and jobseekers.

IV. Cost Sharing/Resource Sharing

A. SDDC will provide, at their cost: (as related to Adult Education and Literacy)

1. Infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;
2. Assistive technology and equipment for individuals with disabilities; and
3. Software for face-to-face and tutoring needs.

- B. CSH will provide: (as related to career and job search activities)
 - 1. Infrastructure such as resource room, equipment and computers, and all related utility fees;
 - 2. Related assistive technology and equipment for individuals with disabilities; and
 - 3. Software and materials for career search and job matching.

V. Method of Referral

Services will be delivered by referral process among all partners participating in the one-stop system. As appropriate, SDDC will refer all customers to CSH for work registration. As appropriate, CSH will refer potential students to SDDC. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

A. CSH is the designated referral agent for WIOA, Welfare Transition (WT), and Trade Adjustment Act (TAA) programs, and acts as the referral agent for WIOA, WT, and/or TAA participants.

B. STATEMENT OF WORK FOR ADULT EDUCATION AND LITERACY SERVICE DELIVERY

- 1. Eligible individuals referred by CSH for Adult Education and Literacy services shall be enrolled in the approved course(s) specified on the CSH Voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the Voucher.
- 2. For individuals requiring a renewal of the CSH Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of SDDC.
- 3. SDDC shall provide the training program(s) Adult Basic Education (ABE), General Education Diploma (GED), and English for Speakers of Other Languages (ESOL), and shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
- 4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH staff to determine the most appropriate course for each individual. Only those participants determined to be in need of education through this objective assessment will be referred to SBDC by CSH staff. SDDC is not authorized to enroll participants into additional training programs without prior written consent of CSH.
- 5. SDDC agrees that each individual referred for education will be evaluated for all financial aid eligibility normally available to SDDC students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges, and benefits available to the general student population of the SBDC. CSH will not pay out-of-state tuition rates for WIOA, WT, and/or TAA students. CSH staff will not knowingly refer an individual who is unable to verify residency. SDDC is under no obligation to accept a referral for an individual who is unable to verify residency.
- 6. SDDC agrees to notify the CSH Chief Programs Officer (CPO), in writing, of any financial aid provided to WIOA, WT, and/or TAA students. It is the responsibility of SDDC to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of

Federal funds when other funds could have been used for the same purpose. The Voucher will specify the expenses that will be paid for by WIOA, WT, and/or TAA funds.

7. SDDC acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

C. FETPIP REPORTING

Effective July 1, 1999, SDDC must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The SBDC shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintain subsequent eligibility SDDC is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

The required performance information for all students will be:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment
- Percentage who completed the program
- Retention rates for completers at 6 months
- Wages for completers at 6 months
- Rates of licensure, degree or certification attainment

Signed compliance assurance required. See Exhibit A – FETPIP Reporting.

D. ADA COMPLIANCE

Agreements with CSH include assurance that the provider's facility is ADA Compliant.

Signed compliance assurance required. See Exhibit B – ADA Compliance, indicating that accessibility to your administrative and programmatic/training site(s) is within the required guidelines.

E. AGREEMENT PERIOD

This Agreement becomes effective when executed by the last party below, and will remain in force until June 30, 2018. This MOU shall be reviewed by SDDC and CSH not less than once every 3-year period to ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

F. PAYMENT AND DELIVERY OF ADULT EDUCATION AND LITERACY SERVICES

1. Tuition payments will be considered only for those individuals referred to SDDC by CSH staff as evidenced by a valid CSH Voucher. Tuition or other payments will be made to SDDC only for those individuals approved by CSH who are enrolled in and receiving training.
2. SDDC shall forward to the CareerSource Heartland Administrative Office, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, the original signed Voucher along with a written invoice for tuition/fees for eligible students. Invoices are payable to SDDC upon receipt in accordance with payment procedures listed below.

3. SDDC shall, in conformity with the general refund policies of SDDC, refund CSH such tuition/fees which are paid for individuals who enroll in and begin training but drop out of courses.
4. CSH shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. For customer Vouchers, any changes in SDDC's tuition and fees must be submitted in writing with justification to CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, SDDC will provide CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to students referred by CSH in the same manner as SDDC's general student population. SDDC agrees not to accept a voucher that was transferred to any other student.
7. SDDC acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
8. **Payment Procedure**
 - a. SDDC is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for education services under this Agreement shall be based on SDDC's attached course description. SDDC will receive funds based on the information contained on the Voucher and from the coordination of other funding sources available to the student. SDDC will not charge CSH referrals any fees outside the standard and agreed-upon rates.
 - b. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.

G. RECORDS

Upon request, SDDC shall provide to CSH*, progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*refer to CSH Contact Information)

SDDC shall notify the appropriate CSH representative* within 5-10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report. (*refer to CSH Contact Information)

H. ACCESS TO RECORD & MONITORING

SDDC shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida, Inc., or their designated representatives, any books, documents, papers, letters, records (including computer records) of SDDC as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and electronic document copies (scans or photocopies). This right includes timely and reasonable access to SDDC personnel for the purpose of interviews and discussions related to such documents.

I. AUDITS

If applicable, SDDC shall provide for an independent certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB)/Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments.

J. ASSIGNMENTS AND SUBCONTRACTS

SDDC shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSH, unless otherwise authorized by this Agreement. A written subcontract must be presented to CSH for consideration. In no case shall such consent relieve SDDC from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

K. TERMINATION FOR CONVENIENCE/DEFAULT

1. CSH or SDDC may terminate this Agreement for convenience when it is in the best interest of either party. CSH may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and SDDC has thirty (30) days after the effective date to bill for payment. SDDC shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.
2. CSH or SDDC may terminate this contract when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If SDDC fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the SDDC of such unsatisfactory performance in writing. SDDC has ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure to respond within the appointed time or with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within thirty (30) days of termination date.

SDDC shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under the Agreement.

(continued on next page)

L. AMENDMENTS/NOTIFICATIONS

CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of SDDC. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by SDDC of a written notice of change signed by the CSH President/CEO. NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA).

1. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.
2. All notices under this Agreement shall be given in writing to the parties at the following address:

Karyn Gary, Ph. D, Superintendent The School District of DeSoto County 530 LaSolona Avenue Arcadia, Florida 34266	Donna Doubleday, President/CEO CareerSource Heartland 5901 US Hwy 27 S, Suite 1 Sebring, Florida 33870
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If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the person(s) or address(es) to which future notices are to be sent as provided by this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

The School District of DeSoto County


Karyn Gary, Ph.D., Superintendent

04/06/16
Date

CareerSource Heartland


Donna Doubleday, President/CEO

4-6-16
Date

Attachments to this document include:

Exhibit A – FETPIP Reporting

Exhibit B – ADA Compliance

CSH Contact Information



**ADA COMPLIANCE ASSURANCE
Facility Accessibility**

Agreements with CareerSource Heartland include assurance that the provider's facility is ADA Compliant. Please sign below, indicating that accessibility to your administrative and programmatic/training site(s) is within the required guidelines.

Provider assures compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 as amended (which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities), and Section 188 of the Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA) as required, regarding both employment and service delivery as they apply to workforce programs in Florida.

School District of DeSoto

Name of School/Institution

Dr. Karyn E. Gary, Superintendent of Schools

Name and Title of Authorized Official



Signature

4/27/2016

Date



Statement of Acknowledgement – FETPIP Reporting

Although the Commission for Independent Education does not require institutions to report information to FETPIP, institutions that have business relationships (i.e., as a training provider) with a Local Workforce Development Board (formerly known as regional workforce board) are required to report to FETPIP for initial eligibility and to maintain subsequent eligibility.

Institution making application acknowledges that eligibility will be based on data reflecting favorable performance outcomes verified through Florida Education and Training Placement Information Program (FETPIP). CareerSource Heartland reserves the right to approve or disapprove funding for individual programs.

At minimum, performance information for the most recent reporting period includes:

- The percentage of participants who completed the program
- The percentage of participants who obtained any unsubsidized employment
- The percentage of participants who obtained unsubsidized employment in an occupation related to the program conducted; and
- The wages at placement in unsubsidized employment for all completers.

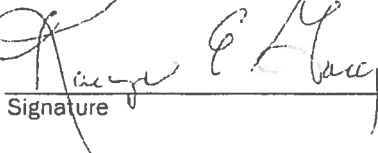
By signing below, you certify that your school/institution does report to FETPIP, and understand that approval will be based on data reflecting favorable outcomes as reported in FETPIP.

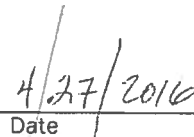
School District of DeSoto

Name of School/Institution

Dr. Karyn E. Gary, Superintendent of Schools

Name and Title of Authorized Official


Signature


Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HARDEE COUNTY SCHOOL BOARD
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Adult Education and Literacy Services under the
Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between Hardee County School Board (hereinafter HCSB), and CareerSource Heartland (hereinafter CSH or “the Workforce Board”), for the delivery of Adult Education and Literacy services provided pursuant to H.R. 83/Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, HCSB is committed to “building learning partnerships with home, school, and community to ensure personal and academic excellence, ”and to “student Achievement, Accountability and Academics”; and

WHEREAS, CSH is committed to: facilitating cooperation throughout its four county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that Adult Education and Literacy is a critical component of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from adult education and literacy services can be expeditiously identified and served using a shared referral/placement concept through the local one-stop delivery system;

NOW, THEREFORE, HCSB and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by HCSB Adult Education and Literacy and CSH to provide such services in a coordinated, seamless and customer-friendly manner.

I. HCSB agrees to:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between HCSB and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the one-stop service delivery system.
- C. Provide adult education and literacy services to eligible customers, including, General Educational Diploma options to:
 - 1. assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. assist adults who are parents or family members to obtain the education and skills that
 - a. are necessary to becoming full partners in the educational development of their children; and
 - b. lead to sustainable improvements in the economic opportunities for their family; and
 - 3. assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, and through career pathways;
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available adult education and literacy opportunities.
- E. Provide services and tutoring, as appropriate, through face-to-face and online options.
- F. Provide integrated adult education and literacy activities concurrently with workforce preparation and training, as appropriate.

II. CSH agrees to:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between HCSB and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided by the HCSB Adult Education and Literacy programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 - 1. Resource Room with online access to career and employment websites and “how-to” library of career-related resources;
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 - 6. Job placement assistance;
 - 7. Provision of Labor Market Information
 - 8. Provision of information on available training programs
 - 9. Funding for traditional or work-based training

III. CSH and HCSB agree to:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
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- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations
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- G. Provide Links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Utilize technology wherever possible to enhance service delivery.
- I. Refer candidates to each other's programs as appropriate

IV. Cost Sharing/Resource Sharing

- A. HCSB will provide, at their cost: (as related to Adult Education and Literacy)
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Services will be delivered by referral process among all partners participating in the one-stop system. As appropriate, HCSB will refer all customers to CSH for work registration. As appropriate, CSH will refer potential students to HCSB. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

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1. Eligible individuals referred by CSH for Adult Education and Literacy services shall be enrolled in the approved course(s) specified on the CSH Voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the Voucher.
2. For individuals requiring a renewal of the CSH Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of HCSB.
3. HCSB shall provide the training program(s) Adult Basic Education (ABE), General Education Diploma (GED), and English for Speakers of Other Languages (ESOL), and shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
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Signed compliance assurance required. See Exhibit A – FETPIP Reporting.

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 - b. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.

G. RECORDS

Upon request, HCSB shall provide to CSH*, progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*refer to CSH Contact Information)

HCSB shall notify the appropriate CSH representative* within 5-10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report. (*refer to CSH Contact Information)

H. ACCESS TO RECORD & MONITORING

HCSB shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida, Inc., or their designated representatives, any books, documents, papers, letters, records (including computer records) of HCSB as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and electronic document copies (scans or photocopies). This right includes timely and reasonable access to HCSB personnel for the purpose of interviews and discussions related to such documents.

I. AUDITS

If applicable, HCSB shall provide for an independent certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB)/Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments.

J. ASSIGNMENTS AND SUBCONTRACTS

HCSB shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSH, unless otherwise authorized by this Agreement. A

written subcontract must be presented to CSH for consideration. In no case shall such consent relieve HCSB from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

K. TERMINATION FOR CONVENIENCE/DEFAULT

1. CSH or HCSB may terminate this Agreement for convenience when it is in the best interest of either party. CSH may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and HCSB has thirty (30) days after the effective date to bill for payment. HCSB shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.
2. CSH or HCSB may terminate this contract when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If HCSB fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the HCSB of such unsatisfactory performance in writing. HCSB has ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure to respond within the appointed time or with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within thirty (30) days of termination date.

HCSB shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under the Agreement.

(continued on next page)

L. AMENDMENTS/NOTIFICATIONS

CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of HCSB. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by HCSB of a written notice of change signed by the CSH President/CEO. NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA).

1. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.
2. All notices under this Agreement shall be given in writing to the parties at the following address:

Hardee County School Board David Durastanti, Superintendent 1009 N. 6th Avenue Wauchula, Florida 33873	CareerSource Heartland Donna Doubleday, President/CEO 5901 US Hwy 27 S, Suite 1 Sebring, Florida 33870
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If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the person(s) or address(es) to which future notices are to be sent as provided by this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Hardee County School Board

CareerSource Heartland



David Durastanti, Superintendent



Donna Doubleday, President/CEO

3/24/16

Date

3-4-16

Date

Attachments to this document include:
Exhibit A – FETPIP Reporting
Exhibit B – ADA Compliance
CSH Contact Information

2017-18 RESOURCE SHARING AGREEMENT
Between
CareerSource Heartland and The Arc (Ridge Area Arc)

The Arc, 4352 Independence Street, Avon Park, Florida 33825, agrees to participate with CareerSource Heartland (CSH), 5901 US Hwy. 27 S., Suite 1, Sebring, Florida, 33870, as a workforce services designated partner and to co-locate staff at CSH in Sebring.

Arc staff member to provide the following services for individuals with disabilities (may include but not limited to):

- Employment and training opportunities for eligible individuals, classroom training, work experience, on-the-job training and placement services, referrals to other agencies as appropriate
- Intake and employability assessment
- Posting of open Arc positions and provision of new hire information for each position
- Communication of job development services, prior to participant hire, to CSH to facilitate data entry into the Employ Florida Marketplace (EFM) system
- The above valued at \$2,820.95 (\$11/hour plus 15% benefits x approx. 223 hours annual)

In-kind services and resources provided by CSH (may include but not limited to):

- Allocation of one 10 ft. x 12 ft. work space for co-location of one staff member, valued at \$2,816.40 (including ancillary services) (120 x \$23.47)
- Desk, chair, locking file cabinet
- Telephone for local access.

Total estimated value of Arc: \$2,820.95

Total estimated value of CSH: \$2,816.40

Term

This agreement shall begin on October 1, 2017 and end on September 30, 2018. Renewal is at the discretion of one or both parties, and shall be exercised within thirty (30) days prior to the expiration of the agreement. The agreement may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate the agreement, in writing, without cause, with a thirty (30) calendar day notification.

Certification

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participant(s) and maintenance of records and other confidential information relating to CSH Center customers.

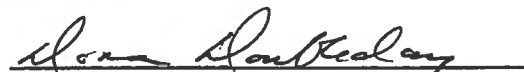
By signatures affixed below, both parties specify their agreement:

The Arc



Rhonda Beckman, CEO

CareerSource Heartland



Donna Doubleday, President/CEO

10-12-17

Date

10-12-17

Date

ATTACHMENT A

1. In-Kind Contributions:

In-kind contributions can be used to offset shared cost obligations at a CareerSource Heartland (CSH) Center. The ARC will provide the following in-kind contributions:

The Arc contributions	Dollar Value
<ul style="list-style-type: none"> • Employment and training opportunities for eligible individuals, classroom training, work experience, on-the-job training and placement services, referrals to other agencies as appropriate. • Intake and employability assessment • Posting of open Arc positions and provision of new hire information for each position • Communication of job development services, prior to participant hire, to CSH to facilitate data entry into the Employ Florida Marketplace (EFM) system 	<p>\$11.00/hr. x 223 hrs. + 15% benefits</p> <p>Total Value: \$2820.95</p>
Total Arc contributions	\$2,820.95

CareerSource Heartland resources provided	Dollar Value
Allocation of one 10 ft. x 12 ft. work space for co-location of one staff member	120 sq. feet x \$23.47
	Total Value: \$2,816.40

Total estimated value of Arc: \$2,820.95

Total estimated value of CSH: \$2,816.00

2017-18 RESOURCE SHARING AGREEMENT

Between

**CAREERSOURCE HEARTLAND and the AARP FOUNDATION/
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM**

The AARP Foundation, Senior Community Service Employment Program (SCSEP), 1415 Commercial Park Drive, Lakeland, Florida, 33801, agrees to participate with CareerSource Heartland (CSH), 5901 US Hwy 27 S, Suite 1, Sebring, Florida, 33870, as a workforce services designated partner and to co-locate staff at CSH in Sebring.

Services provided by AARP Foundation/SCSEP (may include but not be limited to)

- Provision of a minimum of two (2) individuals participating on site at CSH valued at \$18,136.88 (\$8.10 per hour x 20 hours/week x 52 weeks ÷ \$644.44 benefits for each participant)
- Employment and training opportunities for eligible individuals age 55 and older
- Intake and eligibility assessment and determination
- Classroom training, work experience, on-the-job training and placement services
- Referrals to other agencies as appropriate
- Posting of open positions and provision of new hire information for each position
- Referral of earnest job seekers to CSH
- Communication of job development services, prior to hire of all program participants, to CSH to facilitate data entry into the Employ Florida Marketplace (EFM) system

In-kind services and resources provided by CSH (may include but not be limited to)

- Allocation of 250 square feet usage area work space for co-location of one SCSEP Employment Specialist, including ancillary services, valued at \$5,867.50 (\$23.47 x 250)
- Desk, chair, locking file cabinet
- Telephone for local access
- Computer and monitor. Printer and printer toner provided by AARP.
- Shared use of copier (partner to provide paper) and fax machine for local recipients
- Use of common areas such as break room, conference rooms, lobby area, etc.
- Allocation of 125 square feet usage for two participants including usage of shared common areas at \$5,867.50 (125 x \$23.47 x 2)
- Administrative support including design and implementation of training plans, verification of time sheets, etc. - valued at approx. \$5,607.68 annual (\$26.96 per 2 hours x 2 participants x 52 weeks)
- Referral of potential candidates to AARP Foundation/SCSEP

Total estimated value of AARP: \$18,136.88 (see Exhibit A)

Total estimated value of CSH: \$17,342.68 (see Exhibit B)

*Difference in values is reserved for anticipated participant absences as a compensating factor.

Term

This agreement shall begin on October 1, 2017 and end on September 30, 2018. Renewal is at the discretion of one or both parties, and shall be exercised within thirty (30) days prior to the expiration of the agreement. The agreement may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate the agreement, in writing, without cause, with a thirty (30) calendar day notification.

Certification

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participant(s) and maintenance of records, and other confidential information relating to CSH Center customers.

Standard Terms and Conditions (See Exhibit C)

By signatures affixed below, both parties specify their agreement:

AARP Foundation/SCSEP



Date 12/1/17

CareerSource Heartland



Date 12-20-17

EXHIBIT A

1. In-kind Contributions:

In-kind contributions can be used to offset shared cost obligations at a CareerSource Heartland (CSH) center. AARP Foundation/SCSEP, Inc. will provide the following in-kind contributions:

AARP Contribution	Dollar Value
Two (2) individuals to provide various forms of assistance in CSH centers, for the maximum number of hours available through the program, per person. Morning and afternoon coverage is required.	$\$8.10/\text{hr.} \times 20 \text{ hrs./week} \times 52 \text{ weeks}$ $+ \text{ benefits } (\$576.41) = \$9,068.44$ Total Value: \$18,136.88
<u>Minimum Standards</u> Individuals must be willing to learn computer skills, customer service skills, and general office procedures (filing, telephone etiquette, inter-personal skills, etc.)	

2. The In-Kind Contribution is in lieu of monetary compensation for one office to be used by one local AARP Foundation/SCSEP, Inc. supervisor, and covers usual and customary "operational" expenses such as rent, utilities, telephone service, network management, repairs & maintenance, equipment lease, insurances, and janitorial services, in addition to the accommodations identified on page one.
3. CSH understands that while the AARP Foundation/SCSEP will make every effort to dedicate two positions to CSH, there may be times this is contingent upon availability of suitable participants, funding vs enrollment levels, and priority of new enrollments.
4. Any request for additional office space needed, or additional staff to be housed at any CSH Center, must be approved by the CSH President/CEO, through coordination with the local CSH Center Branch Manager.
5. Both parties understand that failure to perform or meet the expectations identified in this agreement may result in alternate methods of payment for resource sharing, up to and including monetary compensation.

EXHIBIT B

2017/18 RESOURCE SHARING AGREEMENT ESTIMATED COSTS

Costs associated w/computer hardware, software & support, are included in square footage calculations.

Facility square footage costs

Facility	Rate	x Sq. Ft	Total
Highlands	\$ 23.47	250	\$ 5,867.50
Total CSH Facility Cost			\$ 5,867.50

Facility square footage costs for participants

Desk space & Common Areas, and including Shared Common (125 sq. ft. each)	Total	
125 x \$23.47	\$ 2,933.75	
125 x \$23.47	2,933.75	
Total Participant Facility Cost		\$5,867.50

Other Costs

Staff Supervision/Support	Rate	Hours/Wk.	X # Participants	X wks	Total
Total Center Manager					
Personnel Costs	\$ 26.96	2	2	52	\$ 5,607.68
Total Other Costs					\$ 5,607.68
Total CSH Costs					\$ 17,342.68

Program contribution per participant	2016 Rate	Hours	Weeks	Benefits 7.65% FICA 6.2% Medicare 1.45%	Total
AARP - Participant 1	\$ 8.10	20	52	\$ 644.44	\$ 9,068.44
AARP - Participant 2	\$ 8.10	20	52	\$ 644.44	9068.44
Total AARP Costs*					\$18,136.88

*Variance factors in absenteeism

EXHIBIT C – STANDARD TERMS AND CONDITIONS

Roles and Responsibilities of Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the state UI agency (20 CFR part 603),
- All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the body of the MOU.
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO for Local Workforce Development Area (LWDA) 19, CareerSource Heartland (CSH), shall be the designated Chair of the CSH Executive Board. In partnership with the CSH Local Workforce Development Board (LWDB) and other applicable partners within the planning region, the CEO will, at a minimum:

1. develop and submit a single LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners;
2. approve the LWDB budget and workforce center cost allocation plan;
3. approve the selection of the one-stop operator following the competitive procurement process; and
4. coordinate with the LWDB to oversee the operations of the LWDA CSH Center network.

CareerSource Heartland Local Workforce Development Board

The CSH LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources. The LWDB, in partnership and collaboration with the CEO and other applicable partners will, at a minimum:

1. develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the local plan and economy, including a description of the activities that shall be undertaken by partners;
2. develop the strategic regional vision, goals, objectives, and workforce-related policies; and
3. design and approve the CSH Center network structure, to include:
 - a) adequate, sufficient, and accessible one-stop center locations and facilities;

- b) sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
 - c) a holistic system of supporting services; and
 - d) one or more competitively procured one-stop operators.
4. designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
 5. determine the role and day-to-day duties of the one-stop operator;
 6. approve annual budget allocations for operation of the CSH Center network;
 7. help the one-stop operator recruit and negotiate MOUs with operational and new partners;
 8. leverage additional funding for the CSH Center network to operate and expand one-stop customer activities and resources; and
 9. review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities of LWDB staff include, at a minimum:

1. assist the CEO and the LWDB with the development and submission of a single regional plan;
2. support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
3. provide operational and grant-specific guidance to the one-stop operator;
4. investigate and resolve elevated customer complaints and grievance issues;
5. prepare regular reports and recommendations to the LWDB; and
6. oversee negotiations and maintenance of MOUs with one-stop partners.

One-Stop Operator

The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment; and
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

1. effective communication, information sharing, and collaboration;
2. joint planning, policy development, and system design processes;
3. commitment to the joint mission, vision, goals, strategies, and performance measures;
4. the design and use of common intake, assessment, referral, and case management processes;
5. the use of common and/or linked data management systems and data sharing methods, as

appropriate;

6. leveraging of resources, including other public agency and non-profit organization services;
7. participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
8. participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Terms and Conditions

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policy- policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once, as much as feasibly possible.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

1. customer PII will be properly secured in accordance with LWDB policies and procedures;
2. the collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws;
3. all confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
4. all personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
5. customer data may be shared with other programs, for those programs' purposes, within the CSH Center network only after the informed written consent of the individual has been obtained, where required;
6. customer data will be kept confidential, consistent with federal and state privacy laws and regulations; and
7. all data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable state and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.

Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared among the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment (reemployment) insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, partners agree to:

1. familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented;
2. develop materials summarizing their program requirements and making them available for partners and customers;
3. develop and utilize common intake, eligibility determination, assessment, and registration forms as much as possible;
4. provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
5. regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
6. commit to robust and ongoing communication required for an effective referral process; and
7. commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by CSH Centers and all partner agencies is essential to meeting the requirements and goals of the CSH Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, accessible location, and offer adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will make concerted efforts to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all CSH Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. As needed, an interpreter will be provided in real time or within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the CSH Center network.

Outreach

The LWDB and its partners will work together to:

1. conduct outreach to recruit the area's aggregate workforce, including targeted efforts for populations most at-risk or most in need;
2. create sector strategies and career pathways; and
3. promote connections to registered apprenticeships.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA's Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately.

Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in

- contradiction of applicable state and federal laws or regulations governing the partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions.
 6. The Executive Committee will provide a written response and dated summary of the proposed
 7. resolution to all Parties to the MOU.
 8. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The LWDB, or its designated staff, officials from the state and local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies, and those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by any of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

1. political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
2. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
3. the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize this partnership may consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable federal and state laws and regulations, and Local laws to the extent that they are not in conflict with state or federal requirements.

PARTNER AGREEMENT
between
CAREERSOURCE HEARTLAND
(Local Area Workforce Board 19)
and
FLORIDA NON-PROFIT HOUSING, INC.

Florida Non-Profit Housing, Inc. (FNPH) agrees to participate with CareerSource Heartland as a workforce services designated partner.

Services offered by FNPH (may include, but not be limited to):

- Referrals to CareerSource Heartland (CSH) Career Centers for Employer Services and Job-Seeker Services
- Post open job orders with CSH and work directly with CSH for placement(s)
- Financial assistance for housing needs of eligible migrant seasonal farm workers

Services offered by CareerSource Heartland (may include, but not be limited to):

- Quarterly reporting of migrant seasonal farm workers receiving services CSH Career Centers
- Registration of referred job seekers into EFM (Employ Florida Marketplace)
 - Assistance with job search activities as appropriate
 - Referrals to open job orders as appropriate
- Referrals to FNPH for migrant seasonal farm workers needing financial assistance for housing

Term: This Agreement shall be effective on the last date of signature and remain in force until terminated at the discretion of one or both parties. This Agreement may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate this Agreement, in writing, without cause, with thirty (30) calendar days' notice.

Certification: By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to nondiscrimination, privacy right of participant and maintenance of records and other confidential information relating to CSH Career Center customers.

By signatures affixed below, the parties specify their agreement:

Florida Non-Profit Housing, Inc.



Selvin McGahee, Director

8-20-15
Date

CareerSource Heartland



Donna Doubleday, President/CEO

8-20-15
Date



**INTERNSHIP/WORK EXPERIENCE/SELF-INITIATED WORK EXPERIENCE
PROGRAM AGREEMENT
BETWEEN
CAREER SOURCE HEARTLAND
AND
ALPHA AND OMEGA FREEDOM MINISTRIES**

This Agreement is entered into between **CareerSource Heartland (CSH), 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870**, and **Alpha and Omega Freedom Ministries, 113 N. 7th Ave, Wauchula, FL. 33873**, hereinafter referred to as "**Service Provider**", for the purpose of providing Internship/Work Experience/ to Employment Assistance Program (EAP) and Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) customers of DeSoto, Hardee, Highlands, and Okeechobee counties.

Internship/Work Experience/Self-Initiated Work Experience assists individuals in building employability skills through actual experience on a job. These unpaid training opportunities are designed to connect community employers with individuals to build skills and maximize their efforts in becoming marketable in the workforce and to benefit both the participant and the employer.

SERVICE PROVIDER Agrees to the following:

- I. Services to be Provided
 - A. The Service Provider will provide non-paid Internship/Work Experience/Self-Initiated Work Experience training to referred EAP and SNAP E&T customers to enable them to obtain the knowledge and skills essential for securing and maintaining employment. The specifics of the training to be provided are outlined on the Individual Training Program Outline(s) (training plans) which are considered integral components of this Agreement.
 - B. The Service Provider will contact CSH staff when one or more of the following situations occur:
 1. The EAP/SNAP E&T customer has failed to attend the initial interview, refused a suitable work site training offer, or voluntarily quit training;
 2. The EAP/SNAP E&T customer was not accepted by the Service Provider for participation in the Internship/Work Experience/Self-Initiated Work Experience program;
 3. The EAP/SNAP E&T customer has demonstrated continued absenteeism or experienced other problems that seriously impair the training;
 4. The EAP/SNAP E&T customer terminated training and either secured unsubsidized employment or is no longer participating in the program.
- II. Manner of Service Provision

The Service Provider must provide the necessary instructions, daily supervision, and equipment to train the participant. The Service Provider will verify hours of participation and will provide written documentation of progress based on the Individual Training Program Outline.
- III. Special Provisions
 - A. The Service Provider shall not disclose the EAP/SNAP E&T customer's status as a recipient of public assistance to anyone other than personnel authorized by CSH or Service Provider.
 - B. The Service Provider shall educate the EAP/SNAP E&T customer in the skills necessary for entry level work in the designated job title.
 - C. Only the individuals referred to the Service Provider may participate in Internship/Work Experience/Self-Initiated Work Experience.
 - D. All trainees under this Agreement or any amendment hereto are to be provided with the same working conditions afforded other employees presently in the Service Provider's workforce. Internship/Work Experience/Self-Initiated Work Experience trainees are covered under Amerisys and/or claims coverage provided by the State of Florida.

- E. An EAP/SNAP E&T trainee shall not displace any currently employed worker. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. By signing this Agreement the Service Provider verifies awareness of this displacement policy and certifies that its employees are aware of how to report suspected displacement concerns.
- F. No trainee shall be hired into or remain working in any position when:
 - 1. The same or substantially equivalent position is vacant due to a hiring freeze;
 - 2. Any regular employee is on lay-off from the same or substantially equivalent position;
 - 3. The regular employee has been displaced and has recall rights to that position pursuant to the Service Provider's personnel policy or collective bargaining agreement.

CAREER SOURCE HEARTLAND Agrees to the following:

- I. CSH shall refer eligible EAP/SNAP E&T customers to the Service Provider for consideration in employment in the Internship/Work Experience/Self-Initiated Work Experience programs. CSH Career Counselors will reinforce the guidance provided to the participant by the Service Provider.
- II. CSH shall determine the need for and provision of work-related expenses:
 - A. To the extent funds are available;
 - B. As allowed by law and locally determined regulations and guidelines.
- III. CSH shall refer eligible EAP customers to the proper agencies for childcare as available.

SERVICE PROVIDER AND CAREER SOURCE HEARTLAND Mutually Agree:

- I. Contract Period: Upon execution of Agreement by both parties, this Agreement shall begin on January 1, 2016, and shall remain in effect until either the Service Provider or CSH determines the Agreement is no longer feasible. Individual Training Program Outlines will designate specific timeframes for individual training purposes.
- II. Termination: This Agreement may be terminated by either party upon no less than thirty (30) days written notice, without cause.

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This Agreement and its attachments as referenced contain all the terms and conditions agreed upon by the parties.

In Witness thereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

Alpha and Omega Freedom Ministries

CareerSource Heartland

Loraine Gillopie
Service Provider's Authorized Signatory/Title

Bruce Stays, Business Representative
CSH Authorized Signatory/Title

1/19/16
Date

1/19/16
Date

Alpha and Omega Freedom Ministries

Job Duties

Will be working in thrift store folding and hanging cloths and other merchandise for sale.

Pack and unpack items to be stocked on shelves in store.

Examine and inspect stock items for wear or defects, reporting any damage to supervisors.

Receive and count stock items, and record data manually or using computer.

Mark stock items using identification tags, stamps, electric marking tools, or other labeling equipment.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGRICULTURAL AND LABOR PROGRAM, INC. (ALPI)
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Services under the
Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between The Agricultural and Labor Program, Inc. (hereinafter ALPI), and CareerSource Heartland (hereinafter CSH or "the Workforce Board"), for the delivery of self-sufficiency services provided pursuant to H.R. 83/ Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, ALPI is committed to proposing, implementing, and advocating developmental and human service delivery programs for the socially and economically disadvantaged; children and families; and farmworkers; and

WHEREAS, CSH is committed to: facilitating cooperation throughout its four county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that service delivery and self-sufficiency are critical components of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from services available through both entities can be expeditiously identified and served using a shared referral/placement concept through the local one-stop delivery system;

NOW, THEREFORE, ALPI and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by ALPI and CSH to provide such services in a coordinated, seamless and customer-friendly manner.

I. ALPI will:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between ALPI and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the One-Stop service delivery system.
- C. Provide self-sufficiency services to eligible customers, such as:
 - 1) Financial support for students in school, such as money for books, uniforms, testing fees, and sometimes tuition.
 - 2) Financial support for clients who have multiple barriers that prevent them from completing their education or maintaining their employment (i.e. food cards, rent or utilities payment assistance, minor car repairs, daycare, and other services on a case by case basis.
 - 3) Instruction on effective job seeking skills.
 - 4) One-on-one case management services to help guide students/clients back into school or re-entering the workforce.
 - 5) Free budget and money management workshops.
 - 6) A fourteen-week full time Work Experience program during which participants gain skills and knowledge to re-start their work history and brush up on employment skills.
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available services.
- E. Refer earnest job seekers to CSH.
- F. Communicate job development services, prior to hire of all program participants, to CSH to facilitate data entry into the Employ Florida Marketplace (EFM) system

II. CSH will:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between ALPI and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided by ALPI programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 - 1. Resource Room with online access to career and employment websites and "how-to" library of career-related resources;
 - 2. General Assessment, Career Counseling and Guidance;
 - 3. Job Readiness Workshops;
 - 4. Assistance with Resume Development and Interview Skills;
 - 5. Referrals to jobs matching personal qualifications;
 - 6. Job placement assistance;

7. Provision of Labor Market Information;
8. Provision of information on available training programs;
9. Funding for traditional or work-based training.

D. Refer potential clients to ALPI.

III. CSH and ALPI will work together to:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide Links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Utilize technology wherever possible to enhance service delivery.
- I. Coordinate facilitation of job skills workshops (resume and cover letter writing, how to complete job applications, interview skills) and job development, placement and retention services to enhance service availability for customers and avoid duplication of service delivery.

IV. Cost Sharing/Resource Sharing

- A. ALPI will provide, at their cost: (as related to Community Service Block Grant Self-Sufficiency)
 - Ten Percent (10%) of a Client Services Specialist II's position at \$18.79 per hour plus fringes as follows:

• \$18.79 per hour for 208 hours (10% of 2,080)	\$ 3,908
• Fringes at 25% of total	\$ 977
• Worker's Comp at 2.04% (current rate)	\$ 80
• Indirect at 16.5% (current rate)	<u>\$ 645</u>
Total In-Kind	\$ 5,610

In-Kind to be reported to CSH on a Quarterly Basis.

B. CSH will provide: (as related to career and job search activities)

1. Infrastructure such as resource room, equipment and computers, and all related utility fees;
2. Related assistive technology and equipment for individuals with disabilities;
3. Software and materials for career search and job matching; and
4. Computers and telephone access for customers to assure provision of electronic connectivity to ALPI for completion of applications, registrations, literacy and numeracy skills development, and receipt of tutoring.

V. Method of Referral

Services will be delivered by referral process between ALPI and CSH. As appropriate, ALPI will refer customers to CSH, and CSH will refer potential clients to ALPI. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

VI. Agreement Period

This Agreement becomes effective on January 1, 2018, and will remain in force until December 31, 2021. This MOU shall be reviewed by ALPI and CSH not less than once every 3-year period to ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

VII. Dispute Resolution

If an issue arises involving this IFA, 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 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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Heartland and the Chief Executive Officer of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

VIII. Facilities

ALPI will provide services under the Community Services Block Grant (CSBG) through one or more facilities maintained in Highlands County. The current location for services is:

ALPI
1306 S. Tulane Avenue
Avon Park, Florida 33825
Contacts
Agnes Rodriguez, Client Services Specialist II
Highlands CSBG Office of ALPI
(863) 280-0650 (cell)

PaHoua Lee-Yang, CSBG/Economic Development Director
Agricultural and Labor Program, Inc.
(863) 956-3491

CSH will provide services under the Workforce Innovation and Opportunity Act through one or more facilities maintained in Highlands County. The current location for services is:

CareerSource Heartland
5901 US Highway 27 S, Suite 1
Sebring, FL 33870

Contacts
Ann Martin, Chief Programs Officer
(863) 385-3672 x306

Shannon Kuen, Center Branch Manager
(863) 385-3672 x340

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

AGRICULTURAL & LABOR PROGRAM, INC.

CAREERSOURCE HEARTLAND



Deloris Johnson
Chief Executive Officer



Donna Doubleday
President/Chief Executive Officer

1-24-18
Date

1-30-18
Date

Attachments to this document include:

Exhibit C – Standard Terms and Conditions

(Note: Exhibits A & B are not applicable to this MOU, and not included).



EXHIBIT C – STANDARD TERMS AND CONDITIONS

Roles and Responsibilities of Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the state UI agency (20 CFR part 603),
- All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the body of the MOU,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO for Local Workforce Development Area (LWDA) 19, CareerSource Heartland (CSH), shall be the designated Chair of the CSH Executive Board. In partnership with the CSH Local Workforce Development Board (LWDB) and other applicable partners within the planning region, the CEO will, at a minimum:

1. develop and submit a single LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners;
2. approve the LWDB budget and workforce center cost allocation plan;
3. approve the selection of the one-stop operator following the competitive procurement process; and
4. coordinate with the LWDB to oversee the operations of the LWDA CSH Center network.

CareerSource Heartland Local Workforce Development Board

The CSH LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources. The LWDB, in partnership and collaboration with the CEO and other applicable partners will, at a minimum:

1. develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the local plan and economy, including a description of the activities that shall be undertaken by partners;
2. develop the strategic regional vision, goals, objectives, and workforce-related policies; and
3. design and approve the CSH Center network structure, to include:
 - a) adequate, sufficient, and accessible one-stop center locations and facilities;
 - b) sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
 - c) a holistic system of supporting services; and
 - d) one or more competitively procured one-stop operators.
4. designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
5. determine the role and day-to-day duties of the one-stop operator;
6. approve annual budget allocations for operation of the CSH Center network;
7. help the one-stop operator recruit and negotiate MOUs with operational and new partners;
8. leverage additional funding for the CSH Center network to operate and expand one-stop customer activities and resources; and
9. review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities of LWDB staff include, at a minimum:

1. assist the CEO and the LWDB with the development and submission of a single regional plan;

2. support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
3. provide operational and grant-specific guidance to the one-stop operator;
4. investigate and resolve elevated customer complaints and grievance issues;
5. prepare regular reports and recommendations to the LWDB; and
6. oversee negotiations and maintenance of MOUs with one-stop partners.

One-Stop Operator

The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment; and
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

1. effective communication, information sharing, and collaboration;
2. joint planning, policy development, and system design processes;
3. commitment to the joint mission, vision, goals, strategies, and performance measures;
4. the design and use of common intake, assessment, referral, and case management processes;
5. the use of common and/or linked data management systems and data sharing methods, as appropriate;
6. leveraging of resources, including other public agency and non-profit organization services;
7. participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
8. participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Terms and Conditions

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policy-makers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once, as much as feasibly possible.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

1. customer PII will be properly secured in accordance with LWDB policies and procedures;
2. the collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws;
3. all confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
4. all personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
5. customer data may be shared with other programs, for those programs' purposes, within the CSH Center network only after the informed written consent of the individual has been obtained, where required;
6. customer data will be kept confidential, consistent with federal and state privacy laws and regulations; and
7. all data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable state and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.

Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared among the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment (reemployment) insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, partners agree to:

1. familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented;
2. develop materials summarizing their program requirements and making them available for partners and customers;
3. develop and utilize common intake, eligibility determination, assessment, and registration forms as much as possible;
4. provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
5. regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
6. commit to robust and ongoing communication required for an effective referral process; and
7. commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by CSH Centers and all partner agencies is essential to meeting the requirements and goals of the CSH Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, accessible location, and offer adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will make concerted efforts to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all CSH Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. As needed, an interpreter will be

provided in real time or within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the CSH Center network.

Outreach

The LWDB and its partners will work together to:

1. conduct outreach to recruit the area's aggregate workforce, including targeted efforts for populations most at-risk or most in need;
2. create sector strategies and career pathways; and
3. promote connections to registered apprenticeships.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA's Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately.

Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable state and federal laws or regulations governing the partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions.
6. The Executive Committee will provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. resolution to all Parties to the MOU.
8. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The LWDB, or its designated staff, officials from the state and local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies, and those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by any of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

1. political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
2. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
3. the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize this partnership may consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of

the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable federal and state laws and regulations, and Local laws to the extent that they are not in conflict with state or federal requirements.

CIRCUIT 10

EDUCATIONAL INTERAGENCY AGREEMENT

THIS 40 page **INTERAGENCY AGREEMENT** is made and entered into *during the 2015/2016 school year* by and between

THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA

(hereinafter referred to as "SB"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 1009 North 6th Avenue, Wauchula, Florida 33873;

and

THE SCHOOL BOARD OF HIGHLANDS COUNTY, FLORIDA

(hereinafter referred to as "SB"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 426 School Street, Sebring, Florida 33870;

and

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

(hereinafter referred to as "SB"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 1915 South Floral Avenue, Bartow, Florida 33830;

and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES,

CIRCUIT TEN

(hereinafter referred to as "DCF"), whose principal place of business is 1055 Hwy 17 North, Bartow, Florida, 33830;

and

CBC LEAD AGENCY FOR CIRCUIT TEN

HEARTLAND FOR CHILDREN, INC.

(hereinafter referred to as "HEARTLAND"), whose principal place of business is 1239 East Main Street, Bartow, Florida, 33830;

and

FLORIDA WORKFORCE CIRCUIT TEN

CAREER SOURCE HEARTLAND

(hereinafter referred to as "LWB"), whose principal place of business is 5901 US Hwy 27 South, Suite 1, Sebring, FL 33870;

and

**POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC., D/B/A CAREER SOURCE
POLK**

(hereinafter referred to as "LWB"), whose principal place of business is 600 N. Broadway, Suite B, Bartow, Florida 33830;

and

AGENCY FOR PERSONS WITH DISABILITIES

(hereinafter referred to as "APD"), whose principal place of business is 200 N. Kentucky Avenue; Suite 422, Lakeland, FL 33801;

and

DEPARTMENT OF JUVENILE JUSTICE CIRCUIT 10

(hereinafter referred to as "DJJ"), whose principal place of business is 195 S. Broadway Bartow, Florida 33830, collectively hereinafter referred to as the "Parties".

WHEREAS, SB (including each of the three counties: POLK, HARDEE, and HIGHLANDS – may be referred to as SB either singularly and/or collectively in this Agreement) must fulfill their constitutional obligation to educate children of compulsory school age; and

WHEREAS, DCF is the local agency to provide, the full range of child protective investigations under Florida Statutes and Administrative Rules; and

WHEREAS, HEARTLAND is a private, not for profit agency and an independent contractor, pursuant to section 409.1671, Florida Statutes (F.S.), providing services on behalf of DCF by providing the full range of foster care services; and

WHEREAS, LWB (including each of the two agencies: Career Source Heartland and Career Source Polk – may be referred to as LWB either singularly and/or collectively in this Agreement) is a local agency providing career development, training and employment services under the Workforce Investment Act and related workforce programs through its One-Stop Career Centers, including youth programming overseen by its Youth Councils; and

WHEREAS, APD is a state agency working in partnership with local communities and private providers to assist people who have developmental disabilities and their families.

WHEREAS, DJJ is a state agency working to increase public safety by reducing juvenile delinquency through effective prevention, intervention and treatment services that strengthen families and turn around the lives of troubled youth.

The coordination of services and supports across agencies is critical to positive educational and meaningful life outcomes for Florida's children. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

The specific terms and conditions of this Agreement are as follows:

1. Effective Date

The initial terms of this Interagency Agreement shall begin on the date of the last signature and shall continue unless and until changes are requested by any party. Amendments may be made to the Agreement based on changes in law, policy or procedures and upon signed agreement by all parties. The Agreement will be reviewed annually for accuracy. Parties may cancel this Agreement with a 30 day written notice.

2. Definitions.

a. "Children known to the Department" or "youth" means children who are "found to be dependent" as defined in Section 39.01(15), F.S. or children in shelter care. For the purposes of this Agreement children known to the department refers to children known to DCF or its contracted provider, HEARTLAND.

b. "Parent" means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent.

c. "Surrogate parent" means an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under the Individuals with Disabilities Education Act (IDEAA).

3. General

The Parties acknowledge that the well-being of children, youth and young adults across child and youth serving systems and the progress of the youth in appropriate educational and career/technical (vocational) programs requires a commitment of the Parties to work together. Further, stability within the educational setting and educational progress, including progress toward post-secondary education, and employability skills through either vocational or post-secondary education are important to the youth served by all parties to this Agreement. The Parties consequently agree to the following:

a. SB is the Local Education Agency (LEA) for the Individuals with Disabilities Education Act as amended and an administrative entity for Section 504 of the Rehabilitation Act of 1973 and must fulfill its obligations for educationally relevant services to children and youth with disabilities that interfere with their learning or inhibit their access to the education environment before, during and after the ages of compulsory school attendance. Pursuant to IDEAA, some students with disabilities are eligible to attend school up to age 22; and

b. DCF is the state agency to provide, either directly or through contracted Community Based Care provider HEARTLAND, child welfare services under Florida Statutes and Administrative Rules; and

c. Section 39.0016(2), Florida Statutes, requires DCF to enter into an agreement with SB regarding the education and related care of children known to the department; section 39.0016(2), Florida Statutes, also requires DCF to enter into local agreements with district school boards or other local education entities regarding children known to the department who are of school age and children known to the department who are

younger than school age but who would otherwise qualify for services from the district school board; and

d. LWB is the local agency responsible for job training and employment services and functions as the grant recipient of federal workforce funds and administrative entity for Workforce Florida, Inc. The youth subject to this Agreement will receive a priority status in services by LWB; and

e. The local early learning coalitions are charged with administering Florida's early childhood education system. These coalitions partner with the local SB and DCF to provide a comprehensive early childhood education system. The system is composed of three primary programs:

1) Child Care Resource and Referral (CCR&R) is a service provided to parents throughout the state that assists parents in making educational decisions related to their childcare needs;

2) Florida's School Readiness program provides eligible children and families with quality child care and educational activities; and

3) Florida's Voluntary Pre-K (VPK) program is a constitutionally mandated program allowing eligible 4 year olds the opportunity to participate in a high quality educational program at no charge.

f. APD is the agency responsible for providing all services provided to persons with developmental disabilities under Chapter 393, Florida Statutes, including the operation of all state institutional programs and the programmatic management of Medicaid waivers established to provide services to persons with developmental disabilities. APD provides critical services and supports to eligible children and youth with developmental disabilities. The agency serves people with spina bifida, autism, cerebral palsy, Prader-Willi syndrome, Down syndrome, and intellectual disabilities; and

g. DJJ is the designated state agency that provides preventive, rehabilitative and intervention services for youth in the juvenile delinquency system. DJJ recognizes the importance of ensuring educational opportunities for children and youth and will work with the parties to this Agreement in ensuring educational services consistent with other agreements for youth jointly served.

h. The children and youth covered by this Agreement are those children and youth known to DCF who are being served while remaining in their own homes, and those who have been placed by DCF or by order of the court in a licensed setting in a shelter home or facility, a foster family or group home, a residential child care institution, or in an unlicensed setting with a relative or non-relative, or any combination thereof; and

i. Youth may have, or be "at risk" of developing academic and/or behavioral problems possibly due to the disruption in their lives and may require services including, but not limited to, those included in the Guide to Improve Educational Opportunities for Florida's Foster Youth and defined by sections 1003.01(3)(b) and 1003.01(10), Florida Statutes; section 1003.53; Florida Statutes, section 39.0016(2), Florida Statutes; and section 445.004(10), Florida Statutes.

j. The provisions of Section 39.0016, Florida Statutes, establish standards and not rights, and do not require the delivery of any particular service or level of service in excess of existing appropriations. The provisions do not require the expenditure of funds to meet the standards except funds specifically appropriated for such purpose.

4. Inter-Agency Collaboration & Liaisons.

Each party will designate a representative/liaison from their respective agency to assist in the coordination, collaboration and implementation of this Agreement. In order to support the continued collaboration, the agency designees will meet at least quarterly and shall submit a progress report on the Agreement and its components which shall be transmitted to the agency principals in its entirety as needed. The representatives or their designees may appoint workgroups or invite additional representatives from key local agencies to meet/participate on an as-needed basis. The representatives agree the work under this Agreement shall include all efforts necessary to improve the education and employment outcomes of the youth. Areas of work shall specifically include but not be limited to:

- a. Define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing, subject to all federal and state statutory and regulatory confidentiality requirements, and communication between the Parties.
- b. All parties agree that any youth-specific cases needing immediate attention should try to be resolved between the parties. If the issues are complex or involve multiple agencies and cannot be resolved between the parties, a request for a Multi-agency Staffing shall be made to the Circuit 10 Community Relations Manager or Designee with the Department of Children and Families and a meeting will be expedited.
- c. All parties agree to share regularly updated staff listings with telephone numbers and/or email addresses.
- d. To the extent resources and funds are available to the agencies mentioned herein; each party agrees to work collaboratively with the others toward implementing the suggested best management practices outlined in "A Guide to Improve Educational Opportunities for Florida's Foster Youth." A copy is attached hereto as Exhibit A and by reference incorporated herein.
- e. Liaisons shall be responsible for implementation of the requirements in this Agreement. The Liaisons shall work to achieve appropriate educational, job training and employment services for the youth subject of this Agreement; and shall work cooperatively to resolve systemic issues statewide and locally. These liaisons will work cooperatively to resolve local educational system issues as well as youth specific educational service issues for the youth. The liaison list will be updated quarterly and forwarded to each of the parties to this Agreement.

5. Training and Staff Development.

DCF and SB agree to the provision of specific training and staff development related to the implementation of this Agreement to share expertise and better serve the youth:

- a. DCF shall incorporate an education component into all training programs for relevant staff of their agency and contractors regarding the youth. DCF shall utilize, and refer relevant staff and contractors to trainings on educational issues that are currently

provided by SB. DCF/HEARTLAND shall offer opportunities for education. APD, DJJ, and LWB personnel are to participate in such training, which shall include:

1) Training for parents and families in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents and care givers learn how to access the services needed to produce positive educational outcomes for the youth and the importance of their involvement in the education and life of the youth;

2) Training for dependency caseworkers, foster parents (substitute care givers or providers) and waiver support coordinators to include information on the rights of the youth to an education, the role of an education in the development and adjustment of the youth, the proper and varied ways to access education and related services for the youth, and the importance and strategies for parental involvement in education for the success of the youth;

3) Training of dependency caseworkers regarding the services and information available through SB, and other education related organizations such as the Florida Diagnostic and Learning Resource Services (FDLRS) including, but not limited to, the current Florida State Standards, the Surrogate Parent Training program and Manual, and other resources accessible through the SB to facilitate educational access for a youth or his or her parents or family.

b. SB shall promote the practice of allowing Guardians Ad Litem and foster parents to attend surrogate parent training offered by school district Exceptional Student Education (ESE) staff or other persons designated by the school district. This includes the promotion of the use of the FDLRS in the recruitment and training of surrogate parents. (24 C.F.R. section 300.519)

c. SB shall offer resources for Independent Living transition and transition planning, and will work with DCF/HEARTLAND to develop suggested guidelines for transition plans to meet the special needs of students.

d. SB shall encourage participation by its staff in DCF's Dependency Court Improvement Conference and other conferences, including providing suggestions for speakers and training materials.

e. DCF/HEARTLAND will promote practices that engage caseworkers and foster parents in the education of youth, such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the youth and creating the message to the youth that his or her education is important to the adults in his or her life.

6. Sharing of Information.

Each Party agrees:

a. To promote to the fullest extent permissible and in compliance with federal law; Florida Statutes, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Child Abuse Prevention and Treatment Act (CAPTA), Chapters 39, 984 and 985, Florida Statutes, and Section 1002.22, Florida Statutes, and Administrative Rules and in furtherance of the work of the Children and Youth Cabinet, the sharing of information on the youth when it is

relevant to their educational growth including post-secondary pursuits, job training, employment and other benefits;

b. That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in Section 39.202, Florida Statutes. It is understood that the sharing of student records with parental or custodial consent or court order does not abrogate the confidentiality of the records as to other non-designated parties;

c. To continue to improve the technical interface among state and local automated data systems of the Parties to provide for the efficient sharing of information;

d. To promote the sharing of all information, including lists of services available in each local area, on an on-going basis. In particular, SB shall promote the identification of the services available within each school district that the school district believes are reasonably necessary to meet the needs of, and to facilitate educational access for, the youth. A listing of these services shall be provided by SB liaisons, to LWB, DJJ, APD and DCF/HEARTLAND staff. The services identified shall include, but not be limited to, current Sunshine State Standards, the Surrogate Parent Training Manual, diploma options, graduation requirements, virtual school, career/technical (vocational) programs and other resources accessible through SB to facilitate educational access for a youth. LWB shall promote the identification of employment and training services available at each Regional Workforce Board One Stop Career Center and the availability of a listing of these services for SB and DCF staff. SB shall provide updates of local resources to DCF annually and upon significant change. Regional Workforce Boards will provide current information on available youth services on their websites;

e. That it is necessary to obtain appropriate parental or custodial consent or court authorization to share information. DCF/HEARTLAND shall take all steps necessary to obtain consent by the court, natural parent(s) and/or legal guardians of the youth to enable school districts and DJJ and Regional Workforce Board staff to provide to DCF/HEARTLAND the educational and job training records for the youth. DCF and SB have consent forms for this purpose;

f. That DCF/HEARTLAND, APD, DJJ and LWB shall promote the maintenance of current databases of clients/consumers and their respective caseworkers/waiver support coordinators and the periodic updating of these databases to reflect changes;

g. That DCF/HEARTLAND shall promote the inclusion of the following requirements:

1) The notification by DCF/HEARTLAND staff to the school and school district in which a youth is enrolled of the name and phone number of the youth, the youth's caregiver, the surrogate parent if one is appointed by the court, and the youth's caseworker for safety purposes.

2) The establishment of a separate agreement with each local SB for the sharing of information about children/youth known to the DCF. DCF/HEARTLAND has secured this agreement with SB in Polk County, allowing the sharing of this information electronically, and will be collaborating with SB in both Hardee and Highlands Counties. These agreements will be consistent with the Family Educational Rights and Privacy Act (FERPA) and relevant state statutes. The sharing of information will assist these agencies in obtaining education and related services for the benefit of the youth. This Agreement shall establish how information from the Florida Safe Families Network is accessed and used by

school district personnel and how Case Management Personnel working for Heartland for Children's contracted Case Management agencies will access SB educational data for each child, to include:

- a. Type of information to be accessed;
 - b. Security issues;
 - c. Number of individuals having access in each school district; and
 - d. An understanding that this information concerns only students known to the DCF and cannot be used for any other purposes.
- h. That SB shall promote the inclusion of the following requirements:
- 1) The establishment of local procedures to ensure continued access to the Free and Reduced lunch Program upon notification regarding a youth's change of status to "a child known to the department."
 - 2) Access to information on youth's attendance to the DCF/HEARTLAND Liaison in order to support continued school attendance and agency collaboration consistent with law.
 - 3) The establishment of local procedures to ensure that a transcript of each student's annual academic record is provided to DCF/HEARTLAND at the end of each grading period consistent with law.
- i. That DCF or HEARTLAND shall establish procedures to provide the youth's school and each School Board's district level representative with information at initial removal of the youth from the natural parents and any subsequent change in a youth's status in state care that affects the delivery of services under this Agreement, including the existence of any no contact court orders. DCF/HEARTLAND shall provide as needed a copy of any court order that prohibits the natural parent or any other person from contact with the student and information from any other court order that may be relevant to the youth's educational program or setting;
- j. DCF or HEARTLAND shall ensure that pertinent information is provided to the assigned school at the time of the status change in foster care status or no later than 72 hours subsequent to the change. A change in caseworker shall be communicated so that the school has accurate contact information; and
- k. DCF or HEARTLAND shall ensure, upon proper release, that current psychological and/or psychiatric evaluations of the youth that were obtained by DCF or HEARTLAND and have relevant information related to the educational needs of the youth, shall be provided to the assigned District School Board, DJJ, APD and LWB Liaisons, who in turn shall ensure that the information is considered in determining the educational, habilitation, job training and employment services required to meet the needs of the youth. A court order for the exchange of information may substitute for a release, if it is determined by the court to be in the best interest of the youth.

7. Educational Stabilization.

In order to facilitate the school attendance necessary for academic achievement, the Parties will explore methods of encouraging prompt enrollment, continuation of youth in the school of origin

whenever safe and feasible, and regular attendance within their respective systems. Specifically but not exclusively, the Parties will discourage practices that remove youth from school to attend appointments and dependency court dates, and non-emergency changes of placement during a school quarter or semester. SB and DCF shall take the following steps to support school stability for youth who experience a change in out-of-home placement:

- a. Promote program initiatives to facilitate the effective and efficient delivery of education and related services to eligible youth placed in licensed shelter care, foster care and other out-of-home settings;
- b. Promote the placement of youth in shelter care and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;
- c. Promote the continuity of school placement for youth who are in an out-of-home placement when they move to a placement in a new school zone, including procedures that allow requests for school reassignment and transportation when appropriate;
- d. Promote the provision of transportation for youth living in an out-of-home placement when it is in the best interest of the youth to attend a school not within the approved school assigned boundaries of the out-of-home placement location;
- e. Promote recognition of the authority of foster parents to enroll in school the youth who are in their care; and
- f. Identify and recommend the removal of any statutory or administrative rule, policy or practice that creates a barrier to prompt and continuous enrollment in an appropriate school or program for youth.
- g. Promote the practice of changing schools during vacations or other logical breaks to minimize disruption of educational services.

8. Transportation.

The designated Parties below agree to promote the availability of transportation resources for youth who are in out-of-home care to ensure that they can access education, job training and employment services, as follows:

- a. DCF and SB will explore the use of funding provided by the McKinney Vento Act for youth in emergency shelter care;
- b. DCF shall explore transportation options including the use of Title IV-E funding to support such options as the purchase of public bus system passes;
- c. DCF and SB shall explore the funding of transportation and assess the availability of federal, charitable, or grant funding for such transportation; and
- d. DCF or HEARTLAND shall retain the responsibility to coordinate temporary transportation for youth to and from school during the time that transportation by the school system is being arranged.

9. Dependency Case Planning.

The Parties agree that all case plans relating to a youth should be coordinated.

a. The Parties shall promote the involvement of school district, APD and DJJ, when appropriate, and LWB personnel in the DCF/HEARTLAND dependency case planning process, as necessary, to effectively address educational, developmental or other disabilities, job training and employment issues regarding the youth. DCF/HEARTLAND shall notify the District School Board Liaison and the Regional APD, LWB and DJJ Liaisons, when appropriate, of DCF/HEARTLAND case planning for a youth, both at the time of plan development and plan review. Within the plan development or review process, the school district may be asked to provide relevant educational information regarding the youth. DCF/HEARTLAND shall provide this notification to the Local Workforce Board Liaison when there is documentation in the DCF/HEARTLAND case file of a youth's involvement in Workforce services. DCF/HEARTLAND shall notify APD when a youth APD has determined is eligible for APD services, whether he or she is receiving services or is on a wait list, has been found to be dependent or placed in shelter care. Further if there is reason to believe the youth needs to be referred for APD services and has not been so referred, the DCF/HEARTLAND person responsible for the case shall make the appropriate referral as soon as practicable. APD shall advise if a waiver support coordinator has been assigned to the youth and provide contact information so that person may also be invited to the dependency case planning when appropriate. DJJ will participate when appropriate in dependency case planning;

b. SB shall provide individualized student intervention for all youth, when appropriate and when individual student needs require an intervention. Individual interventions are also provided to students with disabilities who have Individual Educational Plans (IEPs) or Section 504 plans, when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies to enable the youth to maximize the attainment of educational goals; and

c. DCF/HEARTLAND and SB shall cooperate in ensuring that each youth has a legally appropriate educational decision-maker and identify that person in the case plan. If the school system or the court has appointed a surrogate parent for education decision making, that individual shall be invited to the portion of the case plan review regarding the youth.

10. Pursuit of Post-Secondary Education.

The Parties recognize the importance of encouraging post-secondary education pursuits for the youth and agree to work collaboratively to encourage continued education to the highest level achievable for as many youth as possible. SB will assist the Parties with the education of youth known to the department (as well as youth adopted over the age of 16) regarding the availability of financial assistance to include tuition exemptions, fee waivers and Road to Independence and related funding from the State to help with post-secondary pursuits. SB shall promote the provision of on-going guidance support for the youth to ensure that they are aware of post-secondary options as to all relevant school and financial opportunities and will encourage school districts to include strategies for providing on-going guidance support in local agreements.

11. Priority Employment, Training and Support Service, and Early Learning Programs.

The Parties recognize the importance of the Local Workforce Boards in providing employment and support for the youth, including but not limited to eligible foster care participants receiving independent living transition services, youth in the juvenile justice system, and youth with disabilities. LWB shall facilitate the provision of such services and support by promoting the following activities on the local level:

- a. Attendance of child welfare staff at Local Workforce Board meetings;
- b. Providing DCF/HEARTLAND a description of local referral processes for employment and training services;
- c. Informing the various stakeholders about the available service array and the need for services;
- d. Distributing information about career awareness opportunities and promoting labor market information on jobs in demand at the state and local level for the appropriate education level of each youth;
- e. Establishing strategies for coordination of the various funding sources and services regarding employment and training; and
- f. Exploring ways to collaborate, improve, and expand on Operation Full Employment with DCF/HEARTLAND.

LWB promotes the Strengthening Youth Partnership, by supporting the state's effort for sustained dialogue to improve programs, services and outcomes for at-risk youth by integrating complementary services, identifying duplicative efforts, gaps in services, and resource alignment. This partnership involves interagency and LWB collaboration.

12. Opening and Closing of Licensed Residential Programs.

In order to give the respective agencies sufficient time for program and resource planning, DCF shall give written notice to the District School Board and Local Workforce Board Liaisons prior to opening or closing a group residential program.

13. Parental Rights/Exceptional Student Education (ESE).

In order to ensure that the youth receive an appropriate education consistent with the Individuals with Disabilities Education Act as amended and state implementing laws, rules, and assurances, the coordination of services for a youth who has or may have a disability, may include:

- a. Referral for screening and evaluations to determine eligibility;
- b. Sharing, with parental or custodial consent or court order, of evaluations between the Parties, as appropriate;
- c. Provision of specially designed instruction, special education and related services appropriate for the needs and abilities of a youth;
- d. Coordination of services and plans between the school and the youth's residential setting to avoid duplication or conflicting service plans;
- e. Appointment of a surrogate parent by the school district or the dependency court, consistent with the IDEAA as amended, for educational purposes for a youth who qualifies as soon as the child is determined to be without a parent to act for the youth. A surrogate parent shall be appointed as provided by law with consideration given to individuals who know the youth, and recommendations made by DCF and the courts, without regard to where the youth is placed, so that one surrogate parent can follow the education of the youth during his or her entire time in state custody; (24 C.F.R. section 300.519 and section 39.0016, Florida Statutes).

SB shall take lead responsibility and DCF shall cooperate in reviewing the Surrogate Parent Training and Manual to determine revisions needed to bring that material into compliance with current law and best practices.

14. Independent Living Skills.

DCF/HEARTLAND and SB agree to promote collaborative programming, as required by IDEA, for each youth who has or is suspected of having a disability and is 14 years of age and older to include independent living transition planning by DCF/HEARTLAND and all of the youth's service providers to meet the requirements of the SB for educational purposes. The collaboration shall be designed to enhance but not supplant SB's responsibilities under IDEA. SB as the Local Education Agency (LEA) shall provide oversight through its monitoring processes to meet the expectations as stated in federal law and regulations and state statutes and rules regarding transition services for students with disabilities. The LEA has a particular interest in working with DCF/HEARTLAND to fulfill its mandates and assurances under IDEA. This collaboration will work to promote educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, the Parties shall also undertake collaborative programming on independent living skills and post high school opportunities for the youth not having a known or suspected disability.

15. Early Intervention.

DCF/HEARTLAND and SB shall engage in collaborative efforts and develop protocols for identifying preschool age youth who may qualify for Part C of IDEA, Infants and Toddlers with Disabilities, early intervention services for youth ages birth through 2, and Part B of IDEA for youth over 3. The Parties shall develop and implement protocols to ensure compliance with the Child Abuse Prevention and Treatment Act (CAPTA) requirement that referrals be made for a Part C evaluation for all youth ages birth to 3 where there has been an administrative finding of child abuse or neglect, and it is suspected the youth may be eligible for and in need of services specified under, Part C of IDEA.

16. Agency Designees.

The Parties agree that for the purpose of executing, administering and monitoring compliance with the requirements of this Agreement:

- a. SB's designee shall be the Superintendent, who may designate an administrator;
- b. DCF's designee shall be the Circuit Administrator, who may designate an administrator;
- c. LWB's designee shall be the President/CEO of LWB, who may designate an administrator;
- d. APD's designee shall be the Central Region Manager of APD, who may designate an administrator; and
- e. DJJ's designee shall be the Chief Probation Officer, who may designate an administrator.
- f. HEARTLAND's designee shall be the Chief Executive Officer, who may designate an administrator.

17. Interagency Dispute.

Each Party agrees to comply with the following steps in the case of an interagency dispute:

- a. Step 1 is resolution of the dispute among the staff who surfaced the issue; and
- b. Step 2 is resolution of the dispute among the agency heads, i.e., the Superintendent(s), the DCF Circuit Administrator, the Central Region Manager of APD, the Chief Probation Officer of DJJ, the President/CEO of LWB, the CEO of HEARTLAND, or their designees.

18. Evaluation.

Each Party agrees to participate, as appropriate, in evaluations conducted by the agencies or a neutral third party as agreed upon by the Parties to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit children known to the department.

19. General Conditions

- a. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- b. **No Third Party Beneficiaries.** This Agreement does not confer any additional rights or obligations enforceable by a third party beyond those rights and obligations created by federal and state law. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement.
- c. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- d. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. Each Party shall comply with confidentiality requirements pursuant to federal and state law including, but not limited to Chapter 39, regarding child abuse records, as well as applicable sections of the Health Insurance Portability and Accountability Act (HIPAA) and FERPA.
- e. **Entire Agreement.** This document incorporates and includes 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 document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- f. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

g. Preparation of Agreement. The Parties acknowledge that they have sought and obtained 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 herein expresses their 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.

h. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

i. Compliance with Laws. Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

j. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversy or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the 10th Judicial Circuit, Polk County, of Florida.

k. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

l. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Parties.

m. Force Majeure. None of the Parties shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, tornado, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control any of the Parties, and which cannot be overcome by reasonable diligence and without unusual expense.

n. Severability. In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalid, illegal, unlawful, unenforceable or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

o. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

p. No Agency Relationship. No Party is an agent or servant of the other. No person employed by any Party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of another Party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the Party by whom they are employed.

q. Inspector General. The Parties agree and understand that the Office of Inspector General for the School Board of Hardee County, the School Board of Highlands County, the School Board of Polk County, APD, DCF, and DJJ (collectively the "Inspector Generals") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the Parties with regard to the Agreement. Each Party's employees, vendors, officers and agents shall furnish the Inspector Generals with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector Generals in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement.

r. Captions. The captions, section numbers, and headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construct or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

s. Authority. Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

t. Termination. This Agreement may be canceled by any of the Parties with or without cause during the term hereof upon thirty days written notice to the other Parties of its desire to terminate this Agreement. In the event that one or more parties terminates their participation in this Agreement, this Agreement still stays in effect for the other Parties.

u. Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Party and place for giving notice:

David. D. Durastanti, Superintendent

The School Board of Hardee County, Florida
P.O. Box 1678
Wauchula, FL 33873

Wally Cox, Superintendent
The School Board of Highlands County, Florida
426 School Street
Sebring, FL 33870

Jacqueline Byrd, Superintendent of Schools
The School Board of Polk County, Florida
1915 South Floral Avenue
Bartow, Florida 33830

Julia Hermelbracht, Circuit 10 Community Development Administrator
Florida Department of Children and Families, Circuit 10
1055 Hwy 17 North
Bartow, FL 33830

Teri Saunders, CEO
Heartland for Children, Inc.
1239 East Main Street
Bartow, Florida 33830

Stacy Campbell-Domineck, President/Chief Executive Officer
Polk County Workforce Development Board, Inc., d/b/a Career Source Polk
600 North Broadway, Suite B
Bartow, FL 33830

Donna Doubleday, President/Chief Executive Officer
CareerSource Heartland
5901 US Hwy 27 South, Suite 1
Sebring, FL 33870

Clarence Lewis, Central Region Manager
Agency for Persons with Disabilities
Suite S430
Orlando, FL 32801

Alison Fulford, Chief Probation Officer
Department of Juvenile Justice, Circuit 10
195 S. Broadway Avenue
Bartow, Florida 33830

IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement written by their respective authorized officials thereto.

THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA



4/28/2016

Teresa Crawford, Board Chair

Date

Attest:



4/28/16

David D. Durastanti, Superintendent

Date

THE SCHOOL BOARD OF HIGHLANDS COUNTY, FLORIDA



Donna Howerton, Board Chair

April 19, 2016

Date

Attest:




Wally Cox, Superintendent

April 19, 2016

Date

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

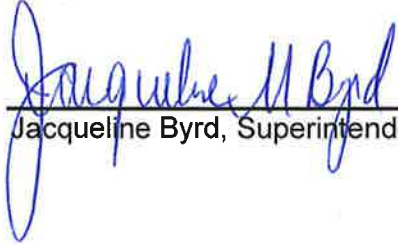
Kay Fields, Board Chair



6/28/16
Date

Attest:

Jacqueline Byrd, Superintendent of Schools



5/25/16
Date

DEPARTMENT OF CHILDREN AND FAMILIES

W. Daiuto

5/3/16

~~FOR~~ William S. Daiuto, Central Region – Regional Managing Director

Date

*Stephanie Weiss,
Family + Community Services Director*

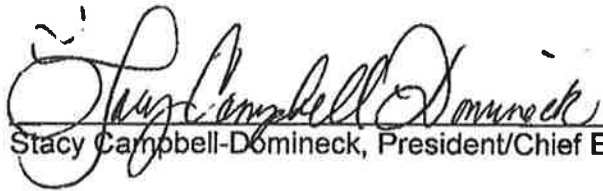
HEARTLAND FOR CHILDREN, INC.



Teri Saunders, Chief Executive Officer

6/15/16
Date

POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC., D/B/A CAREER SOURCE
POLK



Stacy Campbell-Domineck, President/Chief Executive Officer

04/28/16
Date

CAREER SOURCE HEARTLAND



Donna Doubleday, President/Chief Executive Officer

4-7-16

Date

AGENCY FOR PERSONS WITH DISABILITIES

Clarence Lewis

Clarence Lewis, Central Region Manager

4/29/30

Date

DEPARTMENT OF JUVENILE JUSTICE


Alison Fulford, Chief Probation Officer

4/20/14
Date

EXHIBIT "A"

A Guide to

Improve Educational Opportunities for Florida's Foster Youth

Youth in "out of home" care have the right to a free, appropriate and high quality education guaranteed by the Florida Constitution as well as several state and federal laws, including the recently enacted Fostering Connections to Success and Increasing Adoptions Act of 2008.

The following basic goals and specific actions to accomplish the goals in education of youth in out of home care are established as the departments' goals and actions.

1. Educational Stability

Summary of Problem

Youth in state care frequently move to a new home and each move typically results in a change in school. Not only does a youth have to adjust to the new curriculum and learning environment, but may not receive credit for work already completed, resulting in lower grades, lower test scores, grade retention and potentially dropping out of school. A youth must also develop new relationships with teachers, administrators and peers, creating further instability in the youth's life. Multiple school transfers can also prevent or interrupt the provision of special education services.

Data

A 2005 OPPAGA report found that during the 2003-2004 school year, 38% of Florida's youth in care changed schools at least once, compared to 7% of the general population. Office of Program Policy and Government Accountability (Dec. 2005). Report No. 05-61, *Improvements in Independent Living Services Will Better Assist State's Struggling Youth*. Youth lose up to six months of education each time they change schools. Yu, E. Day & Williams, M. (2002). *Improving educational outcomes for youth in care: A national collaboration (background paper)*. DCF League of Am. Press. A national study found that youth who had one fewer placement change per year were almost twice as likely to graduate from high school before leaving care. National Working Group on Foster Care and Education, *Educational Outcomes for Youth in Foster and Out-of-Home Care* (September 2007).

Goal 1: Youth should remain in their same school when in their best interests. When a youth is first moved into shelter care, DCF should ensure that he or she remains in the home school whenever possible. When a youth is placed into foster care, his or her case plan should include a plan for ensuring his or her educational stability while in foster care. As part of this case plan, the Community Based Care agency should include assurances that:

- *the placement of the youth in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the youth is enrolled at the time of placement; and*
- *the CBC agency has coordinated with appropriate local educational agencies to determine if the youth can remain in the school in which the youth is enrolled at the time of placement.*

Suggested Actions

- DCF: Before transferring any youth to a new school, assess whether the move is in the youth's best interests and ask the school of origin whether remaining in the same school is feasible and advocate for the youth remaining in the school of origin when that is in the youth's best interests.
- DCF: If placement into shelter care is necessary, attempt to place youth in homes close to their current school. When this is not possible, work with the shelter care parents and the school district to keep the youth in the current school.
- DCF: If the youth is moved while in care, attempt to keep the youth in a new home near the current school or seek transportation options to keep the youth in the same school.
- DCF: Examine new expansion of uses of Title IV-E funding to include school transportation.
- School Districts and DCF: Coordinate to provide transportation for youth in care.
- School Districts and DCF: Collaborate to recruit shelter homes and foster homes from the local school community, including school parents, employees and partners.
- School Districts: Allow youth to remain in the same school if at all feasible. Consult with the local McKinney-Vento coordinator and check to see if the youth has an IEP that would dictate placement.
- FLDOE: Amend the State's McKinney-Vento Plan to expressly include youth who find themselves with no permanent home due to entry into the dependency system.
- School Districts: Use McKinney-Vento or Title I funds to provide transportation for youth in care, or seek other resources for this important education related service.

2. Seamless Transition Between Schools (Regardless of School District)

Summary of Problem

The diminished educational and emotional progress caused by changing schools is magnified when the transfer does not happen smoothly. Sometimes there are delays in enrollment, caused by not having or failure to transfer school or immunization records. Other issues include lack of required school uniforms or other supplies. Unfortunately, sometimes apathy among foster parents

and caseworkers leads to delays in enrollment. Youth are also impacted when schools have different schedules or graduation requirements which without special attention cause youth to lose credits and fall behind. School records are sometimes lost or incomplete. Compounding those problems are jurisdictional fights over which school district is responsible for the education of the youth when the youth is removed from a home in one District and placed in a home in another District.

Data

The Broward County School District found that 12% of students in care were not enrolled in school by the 20th day of the school year. After an extensive campaign to apprise DCF and school system staff of ways to resolve the problem, 98% of youth were enrolled by the 20th day of the following school year.

School policies may hinder the transfer of prior school records and prevent immediate enrollment of youth in out-of-home care when enrollment documents are not forthcoming. Studies in Pennsylvania, New York, and California have found that gaining access to prior school records is a serious barrier to school access for youth in care, resulting in significant enrollment delays. *Patricia Julianelle, J.D. (November 2008.) The McKinney-Vento Act and Youth and Youth Awaiting Foster Care Placemen: Strategies for Improving Educational Outcomes Through School Stability. Published by The National Association for the Education of Homeless Youth and Youth.*

Goal 2.: If remaining in the same school is not in the best interest of the youth, the case plan should provide for immediate and appropriate enrollment in a new school and provide all of the educational records of the youth to the new school making any move a seamless transition, whether between schools or school districts.

Suggested Actions

- a. DCF and School Districts: Share information to ensure that schools identify youth in care and DCF officials have school records, while ensuring that youth's privacy is protected.
- b. DCF: Change schools only during the end of a marking period or school term. If the change is between one school with block scheduling and one without, change schools only at the end of a full semester.
- c. DCF: Enroll youth in school immediately.
- d. DCF: Maintain complete school records for youth in state care.
- e. School Districts: Enroll youth in state care immediately even if they do not have all necessary paperwork.
- f. School Districts: Ensure evaluations are completed and special education services are provided to youth with disabilities.
- g. FLDOE: Set statewide policy directing which District is responsible for paying for the education of a youth when the youth is moved between Districts during a stay in state care.

h. DCF and School Districts: Work together to ensure that barriers such as required school uniforms and required school supplies are addressed.

3. School Readiness (See also goal 9)

Summary of Problem

Youth in state care have higher rates of physical, developmental and mental health problems. They often enter care with unmet needs. Many youth are language delayed. Caregivers and early learning staff may not be aware of the needs of those youth or how to obtain appropriate screenings and services. Too often, substitute caregivers are not knowledgeable about, nor involved in school readiness activities.

Data

A 2005 national study of youth in state care found that 40% of toddlers and 50% of pre-schoolers had significant behavioral and developmental needs. Yet only 21% of the youth were receiving services. National Working Group on Foster Care and Education, Educational Outcomes for Youth in Foster and Out-of-Home Care (September 2007).

Goal 3: Young youth enter school ready to learn.

Suggested Actions

- a. DCF and School Districts: Coordinate to ensure that all youth in state care have access to Early Steps and Child Find screenings and services, with DCF ensuring early and regular screening of all young youth using well baby/ youth checkups.
- b. DCF: Coordinate efforts to educate out-of-home caregivers on the medical and developmental needs of youth in their care and train and support them on how to be effective advocates for those youth.
- c. DCF and DOE: Examine home based learning readiness programs such as HIPPY (Home Instruction for Parents of Preschool Youngsters), PAT (Parents As Teachers), and the Build Better Readers/Just Read Florida Programs to see if those programs could be brought to the caregivers of pre-school aged youth in state care.
- d. DCF: Ensure that all youth have medical, behavioral, mental health and developmental screenings and assessments upon entry into care and that all recommended treatment is provided. Require attention to language acquisition deficits.
- e. DCF and DOE: Work together to ensure that Department of Health (DOH)/DOE programs for developmental and behavioral screening for youth birth to 3 are appropriately accessed and that there is a seamless transition to DOE/School-based programs that begin at age 3.

- f. DCF and School Districts: Work together with the Early Learning Coalitions on quality youth care, and with the providers of Head Start and Early Head Start to give youth in state care appropriate access to these programs.
- g. School Districts: Provide developmentally appropriate counseling and supports in early learning programs. Train all early learning personnel to be sensitive to youth's abuse and neglect experiences.
- h. DCF and DOE: Share the Sunshine State Standards or its successor and provide access to training on the understanding and use of developmental milestone measures.

4. Full Participation in the School Experience

Summary of Problem

Some youth in state care are sometimes excluded from academic programs, extracurricular activities and school events. Even if the exclusion is not blatant, the conditions for participation make it difficult if not impossible for youth in care to join in. Likewise, many group homes have rules and practices that preclude youth from participating in activities and events. These opportunities are critical not only for the youth's social and academic development, but are necessary for admission to certain post-secondary schools.

Data

One study found that 39% of youth in care had low levels of engagement in school, as measured by the youth's attitude towards school work and doing well in school. Twenty-eight percent were not involved in any activities outside of school, such as sports, clubs, or lessons. Ehrle, J. & Kortenkamp, K., (Jan. 2002). *The Well-Being of Youth Involved With the DCF System: A National Overview*. Series B. No. B-43 New Federalism: Nat. Survey of America's Families.

DCF's 2007 Independent Living Survey found that only 60% of youth who failed the FCAT were provided with remedial services.

Goal 4: Youth have the opportunity and support to fully participate in all aspects of the school experience.

Suggested Actions

- a. DCF: Expressly authorize foster parent or caseworker to provide permission for youth to participate in school clubs, after-school activities, sports and social events for all ages and utilize "Normalcy Plans" for older youth. Include this participation as a service to the youth in their case plans, and provide for transportation to and from all such activities. Explain in the authorization the connection between participation and educational progress and the link between school stability/progress and DCF goals of placement stability and permanency.

- b. DCF: Identify and refer youth to tutoring, remedial and enrichment programs in the community.
- c. DCF: Require all caregivers (including group homes and shelters) to establish a means for youth to participate in school related events and activities, including providing transportation.
- d. DCF: Establish some requirement for school involvement for persons acting as parents to the youth.
- e. DCF and School Districts: Allow and encourage youth in state care to participate in school clubs, after school activities, sports, and social events. Ask Booster clubs and PTSAs to set aside funds to underwrite the costs of participation for youth in state care.
- f. DCF and School Districts: Provide youth in care with access to tutoring, remedial and enrichment programs.
- g. School Districts: Reach out to substitute care parents to encourage participation in established parental involvement programs.

5. Support to Prevent Drop Out, Truancy & Disciplinary Actions (see also Goal 10)

Summary of Problem

Youth in state care have higher rates of truancy, discipline problems and school dropout that negatively impact their learning experience and ability to make successful transitions, whether to permanency or to adulthood.

Data

The 2007 DCF Independent Living Survey found that 33% of the 20 year-olds surveyed had a "highest completed grade" of 11th grade or lower. The 2005 OPPAGA report found that youth in care were twice as likely to have school disciplinary problems and were three times more likely to be involved in dropout prevention programs for youth who are parents, in the delinquency system or otherwise at-risk.

Goal 5: Youth have supports to prevent school dropout, truancy, and disciplinary actions.

Suggested Actions

- a. DCF: Develop or identify community programs to encourage positive behaviors and engage youth in school.
- b. DCF: Monitor educational progress and contact school at the earliest sign of trouble.

- c. DCF: Ensure that youth have an adult to advocate for them at school, especially in disciplinary proceedings. Ensure that Children's Legal Services receives immediate notification of all school issues, especially disciplinary actions.
- d. DCF: Minimize absences for court appearances and medical appointments. Always write school an excuse letter when such absences must occur.
- e. DCF: Add training for caseworkers and caregivers in dropout prevention strategies.
- f. DCF and School Districts: Develop and implement protocols for rapid notice by schools to DCF/case manager, foster parent, or surrogate parent, when a youth is evidencing at-risk behaviors in school, truancy, lack of school progress.
- g. School Districts: Attempt other forms of intervention before expulsion or referring youth in care to the delinquency system or alternative schools. Schools are required to follow board approved Code of Student Conduct procedures, which may include escalating levels of intervention for all students.
- h. DCF and DOE: Provide school staff and DCF staff access to information related to the specific needs of youth who have experienced abuse and neglect.
- i. School Districts: Ensure that youth with disabilities have behavioral intervention plans as appropriate and receive procedural protections so they are not punished for behaviors that are a symptom of their disabilities.
- j. School Districts: Define missing school or class for documented DCF purposes as an excused absence and prohibit loss of credit or other negative impact for unavoidable absences.

6. Youth are Involved, Engaged and Empowered

Summary of Problem

Youth in state care are often disconnected from the systems that serve them. Youth experience better outcomes when they are involved in the decisions that affect their lives. Yet, youth in state care change schools frequently and are not given the positive guidance and assistance to see that a good education can result in a better future. They need to have the vision of their future and assistance in the concrete steps that they can take to make it a reality. Moreover, many youth in state care with special educational needs will transition to adulthood without the on-going support of a permanent family – therefore their need to be empowered to advocate for themselves is even more critical.

Data

Youth who participate in their IEPs and education planning experience better outcomes than their non-participating counterparts. See studies collected at, **Implementation of Self-Determination**

Activities and Student Participation in IEPs Journal article by Christine Mason, Sharon Field, Shlomo Sawilowsky; *Exceptional Youth*, Vol. 70, 2004. These studies show that, "Children who are involved in their IEP development or related educational goal setting and planning are more likely to (a) achieve their goals, (b) improve their academic skills, c) develop important self-advocacy and communication skills, (d) graduate from high school, and (e) gain better employment and quality of life as adults." *Id.* (internal citations omitted)

DCF's 2007 Independent Living Survey showed that 61% of youth in care between the ages of 13 and 17 did not have a written educational and career path plan.

Goal 6: Youth are involved and engaged in all aspects of their education and educational planning and are empowered to be advocates for their education needs and pursuits.

Suggested Actions

- a. DCF and School Districts: Work together to train youth on their education rights and on self-advocacy.
- b. DCF and School Districts: Work together to ensure school involvement in DCF education planning process. Help youth obtain educational mentors who will help them strive to complete school and continue to post-secondary education.
- c. DCF and School Districts: Train all personnel who work directly with youth on how to engage youth in education planning.
- d. DCF: Ensure that youth are consulted about their educational preferences and needs – including about whether they should change schools when their residence changes.
- e. DCF and School Districts: Ensure that youth are involved in the creation of their "educational and career path plan" and that this plan is jointly developed and implemented between the local school and DCF agency.
- f. School Districts: Ensure that youth are involved in their IEPs and Transition IEPs. Coordinate IEPs/Transition IEPs with DCF.

7. Consistent Adult Support & Educational Decision Maker

Summary of Problem

Youth in care may not have a consistent adult to advocate for educational services and support educational goals the way a parent typically would. For youth with (or suspected of having) disabilities, the need for an education decision maker is even more acute because federal law specifies that only certain individuals can act as a "parent" to make special education decisions and provides for the appointment of a surrogate parent when necessary. Not having a legally authorized education decision maker can hold up evaluations and appropriate special education

services. In addition, confusion results when the custodian or caseworker can sign consents for school activities, but may not hold parent status for purposes of IDEA.

Data

One study found that IEPs and Transition IEPs of youth with disabilities in care were lower quality than their peers, and youth in foster care were less likely to have an advocate (family member, foster parent or educational surrogate) present at their education planning meetings. National Working Group on Foster Care and Education, Educational Outcomes for Youth in Foster and Out-of-Home Care (September 2007)

Goal 7: Youth have an adult who is invested in his or her education during and after his or her time in Out-Of-Home Care including a Surrogate Parent where appropriate.

Suggested Actions

- a. DCF: Ensure that case workers, foster parents and/or education liaisons reinforce the value of education and advocate at school for youth in care
- b. DCF: At shelter, disposition and judicial reviews, determine who is the legally authorized decision maker for youth with or suspected of having a disability. If there is no educational decision maker, ask the Court to designate someone or appoint a surrogate parent.
- c. School Districts: Appoint surrogate parents for all eligible youth. Review Technical Assistance Paper entitled, Surrogate Parents for Exceptional Students to ensure it is consistent with existing law. Courts may now appoint surrogate parents.
- d. School Districts: Recruit and train qualified surrogate parents. If the school is seeking to use a foster parent as an educational decision maker, ensure that the foster parent has knowledge of the youth and more than a fleeting interest in the youth's education.
- e. FLDOE: Update the Surrogate Parents technical assistance paper, as needed in order to align with the law and best practices to provide guidance to local schools to avoid short term shelter and foster parents, group home staff and other inappropriate persons from making education decisions for the youth.
- f. School Districts: Ensure that training offered for surrogates is also offered to caregivers, Guardians Ad Litem, and others who may act as parent, whether appointed by schools or Courts.
- g. School Districts: Review the surrogate parent training material used by schools, and incorporate best material for distribution to others, especially the material on the effects of abuse and neglect on accessing and benefitting from the educational environment. (FDLRS prepared)

8. Post-Secondary Education & Employment

Summary of Problem

Youth in state care want post-secondary education, but they are far less likely than their peers to achieve it. They need support and opportunities to overcome the numerous barriers that impede progress toward completion. This may be as simple as not having the requisite documents to enroll in school, or as complicated as not having a place to live when campus housing is closed for vacation. Moreover, youth who succeed in post-secondary education often attribute their success to adults who took the time to encourage them to keep going – they must have mentors, cheerleaders or coaches to help them envision their own potential.

Youth are also ill-prepared for work and likewise need assistance with barriers to meaningful employment. Group home rules, and rapidly changing placements, make it difficult for youth to obtain employment and gain real-world work experience. Without good mentoring, they may find it difficult to adapt to workplace norms.

Data

DCF's Independent Living survey showed that 55% of 17 year olds are below grade level and 58% of 17 year olds failed the FCAT.

One regional study showed that 80% of youth in out-of-home care hoped and expected to graduate from college. Courtney, M.E., Terao, S. & Bost, N. (2004). *Midwest evaluation of the adult functioning of former foster youth: Conditions of youth preparing to leave state care*. Chicago, IL: Chapin Hall Center for Youth at the University of Chicago. Yet National data shows that only 9% of former foster youth complete college in comparison with 24% of the general population. National Working Group on Foster Care and Education, *Educational Outcomes for Youth in Foster and Out-of-Home Care* (September 2007)

A 1997 national study showed that teens in foster care were enrolled in college preparatory classes at half the rate (15% to 32%) of students not in foster care. Blome, W. (1997). What happens to foster kids: Educational experiences of a random sample of foster care youth and a matched group of foster care youth. *Youth and Adolescent Social Work Journal*, 14(1), 41-53.

DCF's 2007 Independent Living Survey found that more than half those under age 18 have not been provided the opportunity for job training activities. Only 30% of 15 year olds, 39% of 16 year olds and 45% of 17 year olds had such opportunities. For those youth (ages 16-23) who were working for an hourly wage at the time of the study, the median wage was \$7.00 an hour.

Goal 8: Youth have supports to enter into, and complete, postsecondary education.

Suggested Actions

- a. DCF and DOE: Create uniform documentation for residency and tuition exemption purposes so that the DCF System can ensure that all youth exit care with the required documents to enroll in post-secondary institutions.
- b. DCF and School Districts: Ensure that youth fully understand all requirements for higher education and financial aid, including necessary testing and applications, and the deadlines

for each. Ensure that youth are provided access, preparation and payment for the SAT, ACT, CPT, and/or the TABE.

- c. DCF and School Districts: Coordinate school based IEPs/Transition IEPs and DCF transition plans for each youth.
- d. DCF and DOE: Collaborate on employment programs such as Operation Full Employment and share information on tax credits and other programs available to encourage employers to hire former foster youth.
- e. DCF and School Districts: Examine as promising practice, designation of specific guidance counselors to serve only youth in state care.
- f. School Districts: Provide access to college, career and guidance counselors who understand the unique needs of students in state care vis-a-vis enrollment in post-secondary education.
- g. DCF: Provide information concerning housing for youth during vacations and other times when school housing is unavailable.
- h. School Districts: Educate students and caregivers on alternative education options including dual enrollment vocational programs and GED.
- i. The FL Department of Economic Opportunity will promote the identification of employment and training services available at each Regional Workforce Board (RWB) One Stop Career Center and the availability of a listing of these services for local agency staff. Regional Workforce Boards provide employment and support for youth, including but not limited to eligible foster care participants and youth with disabilities. Services include job search assistance, resume preparation, and variety of online job seeker tools.

9. Youth with Disabilities are Identified Early & Served Appropriately

Summary of Problem

A large number of youth in the DCF system have undiagnosed disabilities. Although more youth are receiving comprehensive assessments upon entry into licensed care than in past years, not all youth who are removed from their families receive assessments.

Moreover, many youth who have been in care for years have slipped through the cracks and have not been diagnosed or treated for disabilities.

DCF does not currently track data on disabilities at a level of specificity that facilitates identification of trends and problems.

In the school setting, numerous factors contribute to the under-identification of youth with educational disabilities. These youth may not have educational advocates to take the place of parents in requesting evaluation. Youth may change schools so rapidly that teachers don't have

enough time to identify concerns, let alone obtain assessments. Trauma related behaviors might mask educational disabilities.

The Florida Department of Education, Bureau of Exceptional Education and Student Services, sponsored a Self-Determination Initiative beginning in 1999. The Self-Determination Initiative was designed to provide training, technical assistance, and support to Florida's school districts wishing to implement self-determination activities. Staff conducted annual statewide or regional trainings on self-determination models and disseminated relevant curriculum, assessments and resources to training participants. Additionally, staff provided district and school specific workshops on a request basis and conducted awareness presentations at all major transition-related conferences in Florida. Thousands of educators, family members, students, and agency personnel benefited from training, technical assistance, and information dissemination conducted through the initiative.

Activities included facilitating development of Standing Up for Me, a Florida curriculum designed to teach self-determination skills with a focus on IEP participation. The curriculum was piloted in six school districts during the spring of 2003; statewide training was conducted on the final draft in September and October of 2003 and the published product in November and December of 2004. Staff continued to provide train-the-trainer training through 2007. (The curriculum will be updated over the course of the next year through the activities of Project 10.)

Results of the Self-Determination Initiative included teachers with more knowledge of self-determination and resources available for teaching self-determination skills as well as increased instruction in the area of self-determination. A number of Florida students receiving instruction in self-determination displayed better school and post-school outcomes and provided testimonials at related conferences.

A requirement for the "consideration of instruction or the provision of information in the area of self-determination to assist the student to be able to actively and effectively participate in IEP meetings and self-advocate, if appropriate" was added to Florida State Board of Education Rules in 2004 for students with disabilities with IEPs beginning at age 14. The rules were updated and approved on December 2008. The new rules moved the requirement to age 16, but districts are being encouraged to continue implementation beginning at age 14.

Florida was recognized by the Office of Special Education Programs as an "exemplar" for their work in the area of self-determination and was one of only two states invited to present at a National Capacity Building Institute on Self-Determination in 2004.

Data

In response to a public records request, DCF generated data in June 2008 that showed that only 7% of youth in care under age 18 had a documented disability. In contrast, DOE data from February 2008 shows that 14% of the school aged population had a documented disability. Florida Department of Education, Education Information & Accountability Services, Statistical Brief, Series 2008-21B (February 2008). National data shows that youth in state care have disabilities at a greater rate than the general population – perhaps as high as 28% or more. The Well-being of Youth Involved in the DCF System: A National Overview, Katherine Kortenkamp and Jennifer Ehrle, The Urban Institute, January 2002.

http://www.urban.org/uploadedpdf/310413_anf_b43.pdf

Goal 9: Youth who have, or are suspected of having, a disability that interferes with their learning receive prompt and appropriate assessments, Individual Educational Plans, accommodations, supports and related services consistent with IDEA, Section 504 of the Rehabilitation Act and applicable state law.

Suggested Actions

- a. DCF and School Districts: Identify screening and assessment resources for youth in care who do not automatically receive comprehensive assessments.
- b. DCF and School Districts: Share results of assessments to ensure that each system is working with all available information about youth.
- c. DCF and School Districts: Undertake to review status of all youth who are academically one or more grade levels behind their peers to ascertain whether they have been currently and appropriately assessed for educational disabilities.
- d. School Districts: Ensure that initial evaluations of students in state care who are suspected of having a disability are completed within the required timelines: 60 school days that the student is in attendance after the school district's receipt of parental consent (for prekindergarten youth, 60 school days). Assessments of these students with disabilities who transfer from one school district to another school district within the same school year must be coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.
- e. School Districts: For students in state care who are suspected of having a disability; provide information to the parent or surrogate parent who has the authority for educational decision making regarding the right to request that the general education intervention procedures be completed concurrently with the evaluation.
- f. DCF and School Districts: Identify the person(s) responsible for making educational decisions, including providing consent, in accordance with timeframes specified by IDEA for students in care.

10. Trauma-Sensitive School Environments: Stem the School to Jail Pipeline

Summary of Problem

Most youth who enter state care have experienced some form of trauma that will have long lasting effects on their physical, developmental and mental health. School personnel who are not aware of the youth's background may not understand reactive behaviors and refer youth to law enforcement for criminal prosecution. Such conduct has the consequence of placing youth who are the victims of abuse and neglect into school to jail pipeline.

Data

“Trauma may lead to psychiatric conditions such as post-traumatic stress disorder, depressive disorder, and anxiety disorders. Traumatic experiences in childhood can also have profound effects on developmental progression, relationships with peers and family members, academic achievement and motivation for learning, memory, and full participation in society.” Helping Youth in the DCF System Heal from Trauma: A Systems Integration Approach National Youth Traumatic Stress Network NCTSN.org.

After conducting its study, the National Youth Traumatic Stress Network notes that the ways in which systems share information about a youth’s trauma history and treatment can have a direct impact on the quality of care given to the youth and on the youth’s well-being.

Goal 10: Youth are educated in a trauma-sensitive environment that recognizes the root cause of inappropriate behaviors and provides appropriate behavioral supports that create a safe environment conducive to learning rather than punishing youth for acting in response to their anger and hurt.

Suggested Actions

- a. DCF and DOE: Devise strategies to enhance communications between schools, foster care providers, DCF, and mental health systems to share information about a youth’s experience and trauma reactivity, while still being sensitive to confidentiality requirements.
- b. DCF and DOE: Retrieve the data and study the incidents of school dropout, truancy, and disciplinary actions occurring for youth in DCF custody. Examine whether the cause of inappropriate behaviors is trauma related and develop proposed solutions to the over representation of youth in state care who are dropping out, truant, or subjected to disciplinary actions.
- c. DCF: compile complete information on each youth’s trauma history so that staff can see the impact of trauma on a youth’s development, skills, and competencies.
- d. DCF: Integrate into youth assessment and interview protocols the completion of a youth trauma profile instrument so that workers have a complete understanding of the youth’s trauma history.
- e. School Districts: Provide teachers with access to information about the incidence, prevalence, and impact of youth trauma and how to work effectively with youth who have trauma histories.
- f. School Districts: Provide teachers and staff with access to information so that they can recognize traumatic reactions, reminders, and triggers and identify when a youth may be having a traumatic reaction as opposed to behavioral problems for other reasons. Include training on some of the more subtle or invisible symptoms seen with youth who become depressed or withdrawn following a trauma.

11. All Youth Attend & Complete School

Summary of Problem

The DCF system has traditionally focused on the physical well-being of youth. All too often, while youth are in safe places during the school day, they are not in school. Emphasis must be placed on the importance of continuous education of youth in care. Caregivers must be trained, and if necessary incentivized or penalized, to ensure that they understand and support efforts to ensure that youth attend school. Extra efforts are needed to ensure that teens remain in school.

Data

“Children who have not graduated from high school are 3 times more likely to be unemployed, under employed or working for low wages.” Spotlight on Florida’s Youth At Risk, Report to the Eckerd Family Foundation (2007) citing Sum, et. al, 2003, Confronting the Youth Demographic Challenge: The Labor Prospects of Out-of-School Young Adults, The Sar Levitan Center, Johns Hopkins University, Baltimore, MD.

DCF’s own test analysis of youth who aged out of care in 2007 showed that 40% had dropped out of school in contrast to 16% of all youth. Only 26% of youth aging out of care that year received a standard high school diploma compared to 47% of all youth that year.

In DCF’s Independent Living Survey, 130 youth between the ages of 13 and 17 with a written education plan had a goal that included no further education. This was an alternate answer to high school diploma, GED, college and vocational options.

Goal 11: Florida should support the well-being of youth by ensuring that every school-age youth in foster care, and every school-age youth receiving an adoption assistance or subsidized guardianship payment, is a full-time elementary or secondary school student or has completed secondary school.

Suggested Actions

- a. DCF, DOE, and School Districts: Review strategies designed to encourage and enforce school attendance and completion.
- b. DCF: Train all staff and caregivers on the importance of school attendance and completion.
- c. School Districts: Examine current dropout prevention programs to determine whether they are applicable to youth in state care.
- d. School Districts: Inform students, who would otherwise earn a special diploma or certification of completion, of alternative school completion options. Options can include dropout to enter GED program and credit make-up.

CIRCUIT 12 EDUCATIONAL INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered by and between

THE SCHOOL BOARD OF DESOTO COUNTY, FLORIDA

(hereinafter referred to as “SB”), a body corporate and political subdivision of the State of Florida, whose principal place of business is 530 LaSolona Ave, Arcadia, Florida, 34266; and

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

(hereinafter referred to as “SB”), a body corporate and political subdivision of the State of Florida, whose principal place of business is 2501 63rd Ave E, Bradenton, Florida, 34203; and

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

(hereinafter referred to as “SB”), a body corporate and political subdivision of the State of Florida, whose principal place of business is 1960 Landings Blvd., Sarasota, Florida, 34231; and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

(hereinafter referred to as “DCF”), an agency of the State of Florida with a place of business at 9393 North Florida Avenue, Tampa, Florida, 33612; and

MANATEE COUNTY SHERIFF’S OFFICE

MANATEE COUNTY CHILD PROTECTION INVESTIGATIONS

(hereinafter referred to as “MSO”), whose principal place of business is 5651 Manatee Avenue West, Bradenton, Florida, 34209; and

SARASOTA FAMILY YMCA, INC.

CBC LEAD AGENCY FOR THE SAFE CHILDREN COALITION

(hereinafter referred to as “SCC”), whose principal place of business is One South School Avenue, Sarasota, Florida, 34236; and

CAREER SOURCE SUNCOAST

Florida Workforce Region 18

(hereinafter referred to as “FW”), whose principal place of business is 1112 Manatee Avenue East, Bradenton Florida 34208; and

CAREER SOURCE HEARTLAND

Florida Workforce Region 19

(hereinafter referred to as “FW”), whose principal place of business is 5901 US Highway 27 S., Suite 1, Sebring, Florida 33870; and

AGENCY FOR PERSONS WITH DISABILITY

(hereinafter referred to as “APD”), an agency of the State of Florida with a place of business at 1313 North Tampa Street Suite 515 Tampa, FL 33602; and

DEPARTMENT OF JUVENILE JUSTICE

(hereinafter referred to as “DJJ”), an agency of the State of Florida with a place of business at 302 Manatee Avenue East Suite 100 Bradenton, FL 34208, collectively hereinafter referred to as the “Parties”.

WHEREAS, SB must fulfill their constitutional obligation to educate children of compulsory school age; and

WHEREAS, DCF/MSO is the local agency to provide, the full range of child protective investigations under Florida Statutes and Administrative Rules; and

WHEREAS, SCC is a private, not for profit corporation and an independent contractor, under a contract with DCF to provide the full range of foster care services pursuant to section 409. 996, Florida Statutes (2014); and

WHEREAS, FW is a local agency providing career development, training and employment services under the Workforce Investment Act and related workforce programs through its One-Stop Career Centers, including youth programming overseen by its Youth Councils; and

WHEREAS, APD is a state agency working in partnership with local communities and private providers to assist people who have developmental disabilities and their families; and

WHEREAS, DJJ is a state agency working to increase public safety by reducing juvenile delinquency through effective prevention, intervention and treatment services that strengthen families and turn around the lives of troubled youth; and

WHEREAS, children will be identified for service needs through referrals made from DCF Child Protection Investigations in Desoto and Sarasota Counties and acting through their grant with the Manatee County Sheriff’s Office for Child Protection Investigations, and acting through their contracted Community Based Care provider, Sarasota Family YMCA- Safe Children Coalition; and

WHEREAS, the coordination of services and supports across agencies is critical to positive educational and meaningful life outcomes for Florida’s children. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties to this Agreement, and for other good and valuable consideration, the parties hereto agree as follow:

1. Effective Date

The terms of this Interagency Agreement shall begin on the date of the last signature and shall continue until June 30, 2019, unless earlier terminated pursuant to paragraph 3(h), below. Amendments may be made to the Agreement based on changes in law, policy or procedures and upon signed agreement by the Parties. The Agreement will be reviewed annually for accuracy and compliance with applicable laws.

2. Definitions

- a. "Children Known To The Department" or "youth" means children who are found to be dependent or children in shelter care.
- b. "Parent" means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent.
- c. "Surrogate parent" means an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under the Individuals with Disabilities Education Act ("IDEA").

3. General

- a. **Intent of the Parties.** The parties acknowledge that the well-being of children, youth and young adults across child and youth serving systems and the progress of the youth in appropriate educational and career/technical (vocational) programs requires a commitment of the Parties to work together. Further, stability within the educational setting and educational progress, including progress toward post-secondary education, and the employability skills through either vocational or post-secondary education are important to the youth served by all parties to this Agreement.
- b. **Non-Conflicting Agreements.** This Agreement does not preclude or preempt any Party from entering into non-conflicting agreements with other Parties or parties outside of this Agreement and does not affect or impair any existing agreement between or among any Parties or between any Party and any other party. Such agreements shall not nullify the force and effect of this Agreement.
- c. **Dissemination and Support.** Each party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide technical assistance in the implementation of the Agreement.

d. **Background Check.** All employees, appointees or agents who come into contact with students shall first submit to and clear a background check in a manner prescribed by section 435.04, 1012.465, 1012.467 and 1012.468, Florida Statutes (2014).

e. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

f. **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

g. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

h. **Termination.** This Agreement may be canceled by any of the Parties without cause during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

i. **Records.** Each party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes (2014), and any resultant award for attorney's fees for non-compliance with that law. Each party shall comply with confidentiality requirements pursuant to Federal and State law including but not limited to Chapter 39, Florida Statutes (2014), regarding child abuse records, applicable sections of the Health Insurance Portability and Accountability Act (HIPAA), and the Family Educational Rights and Privacy Act (FERPA).

j. **Entire Agreement.** This document incorporates and includes 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 document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

k. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

l. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained 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 herein expresses their 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.

m. **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

n. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

o. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Twelfth Judicial Circuit of the counties of Desoto, Manatee, and Sarasota, Florida, in the county of the affected agencies.

p. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

q. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

r. **Force Majeure.** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.

s. **Place of Performance.** All obligations of SB under the terms of this Agreement are reasonably capable of being performed in Desoto/Manatee/Sarasota County, Florida and shall be payable and performable in Desoto/Manatee/Sarasota County, Florida.

t. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawfulness or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

u. **No Indemnification.** No Party shall indemnify or otherwise be held responsible for the actions of any other Party to this Agreement or any breach of the Agreement resulting therefrom.

4. Interagency Collaboration/Liaisons:

Each Party will designate a representative to serve as a liaison for its respective agency to assist in the coordination, collaboration and implementation of this Agreement. In order to support the continued collaboration, the representatives will consult no less than twice per year to assess changes or modifications to the agreement. The representatives or their designees may appoint workgroups or invite additional representatives from key local agencies to meet or participate on an as-needed basis. The representatives agree the work under this Agreement shall include all efforts necessary to improve the education and employment outcomes of the youth affected by this Agreement. Areas of work shall specifically include but not be limited to:

a. Defining and establishing communication protocols, identify responsible staff, and facilitating prompt and substantive information sharing and communication between the Parties.

b. Resolving any youth-specific cases needing immediate attention by the Parties. If the issues are complex or involve multiple agencies and cannot be resolved between the Parties, a request for a Multiagency Staffing shall be made to the DCF Suncoast Regional Director for resolution.

c. Distributing regularly updated staff listings with telephone numbers and/or email addresses, including updated contact information for agency liaisons and designees, if different.

5. Training and Staff Development:

DCF/MSO, SCC, SB, FW, DJJ, and APD agree to the provision of specific training and staff development related to the implementation of this Agreement and to share expertise to better service the youth:

- a. SCC will provide training for parents and families in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents and care givers learn how to access the services needed to produce positive educational outcomes for the youth and the importance of their involvement in the education and life of the youth.
- b. SCC will provide training for dependency caseworkers, foster parents (substitute care givers or providers) and waiver support coordinators to include information on the rights of the youth to an education, the role of an education in the development and adjustment of a youth, the proper and varied ways to access education and related services for the youth, and the importance and strategies for parent involvement in education for the success of the youth. SCC will promote practices that engage caseworkers and foster parents in the education of youth such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the youth and creating the message to the youth that his or her education is important to the adults in his or her life.
- c. SCC will ensure the provision of training for dependency caseworkers regarding the services and information available through the SB and other education related organizations such as the Florida Diagnostic and Learning Resource Services (FDLRS) including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training program and Manual, and other resources accessible through the SB to facilitate educational access for youth and his/her parents.
- d. SCC and DCF/MSO will consult with the SB at their request on the dependency system, working with foster children/youth and independent living criteria.
- e. SB shall allow Guardians ad Litem (GAL) and foster parents to attend surrogate parent training offered through the SB. This includes the promotion of the use of the FDLRS in the recruitment and training of surrogate parents (34 CFR 300.519). The training will also include eligibility criteria, IEP (Individual Education Plan), and placement processes for students with disabilities, and the impact of abuse and neglect on said student's education. The SB shall offer training to individuals desiring to become surrogate parents.
- f. Guardians Ad Litem and foster parents may attend surrogate parent training offered by the SB.

g. When a child is placed in licensed out of home care, including specialized therapeutic foster care and residential programs, and has been identified as requiring, or potentially requiring, ESE services, the GAL, foster parent, surrogate parent or other caretaker may serve as the parent for educational purposes if:

- The student's natural parents' whereabouts or identity is unknown; or
- A court of competent jurisdiction has terminated the parents' rights; or
- There are more than five children in the licensed out of home placement; or
- The child is entitled by law to a surrogate but does not fit the criteria for children identified above, as determined on a case by case basis.

h. SB shall offer resources for Independent Living transition and educational transition planning and will work with SCC to develop suggested guidelines for transition plans to meet the special needs of students.

i. SB shall collaborate with SCC on the provision of a designated school based staff member or designated District Liaison for foster care youth to assist in meeting their educational goals, contingent on the availability of funding.

j. SB shall consult with SCC care managers and supervisors, caregivers, Guardians ad Litem, and other interested parties at their request regarding the programs available for Exceptional Students.

k. FW will provide training to staff from SCC, DCF/MSO, DJJ, SB, APD and other interested parties at their request on the programs and eligibility criteria available for adults so that appropriate referrals of parents and Independent Living program participants to these programs may be made to assist in the successful reunification of parents and children and training for self sufficiency of program participants.

l. APD will provide training to SCC, DCF/MSO, DJJ, FW and SB staff at their request regarding APD programs and eligibility criteria.

m. DJJ will provide training to SCC, DCF/MSO, APD and SB staff at their request regarding DJJ programs.

6. Sharing of Information

All Parties agree:

a. To share, to the fullest extent permissible and in compliance with federal law, Florida Statutes and Administrative Rules, including but not limited to Chapter 39, F.S. and sections 163.64 and 1002.22, F.S., relevant information relative to the students in foster care as would be pertinent to their educational growth and

other benefit.

b. That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in section 39.202, F.S. It is understood that the sharing of psychological evaluations with parental or custodial consent does not abrogate the confidentiality of the evaluation as to other non-designated parties.

c. To collaboratively continue to improve the technical interface between the Parties to provide for the efficient sharing of information.

d. Upon request, SCC shall provide to the SB Superintendent's designee, an updated monthly electronic list of children in out-of-home care residing in licensed settings in order to confirm the identity of the youth who are actively enrolled in school and their location.

e. SCC shall maintain a current database of clients and their respective case managers and shall notify the school liaison(s) of changes. DCF and SCC will continue to input data into the FSFN system if applicable.

f. SB shall continue to provide access to the Free and Reduced Lunch Program upon notification of a child's change of status.

g. SB shall provide information on youth attendance to the SCC case manager upon request in order to support continued school attendance and agency collaboration.

h. SB shall provide to SCC upon request a transcript of the youth's quarterly academic record.

i. SCC or their designee, shall to the fullest extent possible ensure that the School Enrollment Form and its attachments (i.e. custody letter) are provided to the school liaison(s) for the assigned school for any school-aged child in SCC custody within 72 hours of any change in the child's foster care status. SCC shall make available to the school based liaison(s) the name, telephone number, caregiver name and caseworker name for each child in the custody of SCC or in out-of-home care under the protective supervision of SCC. The school liaison(s) is responsible for communication with the principal of the child's assigned school to share the change in placement as reported by the SCC liaison and work hand-in-hand with the SCC case manager.

j. SB shall provide notice to SCC's case management staff when district mandated parental correspondence is released so that child advocates can be involved to promote school success.

k. Subject to being provided with the documents referenced in subparagraphs (l) and (m) below, SB shall ensure student evaluations including but not limited to school social work assessments, psychological, psychiatric, medical evaluations, and transitional assessments done by SB shall be provided to the SCC liaisons.

l. SCC shall seek appropriate releases, orders, or consents from the court, natural parents, or legal guardians of the child to enable an exchange of current comprehensive behavioral/health assessments, psychological, psychiatric and medical evaluations between SCC or SB. The SCC liaison(s) will meet with the appropriate school based ESE staff to determine the educational services recommended to meet the needs of the foster care child. A court order for the exchange of evaluations may substitute for a release, if it is determined by the court to be in the best interest of the child. If ESE services are recommended, the appropriate education procedures shall be followed.

m. All requests for student record information from SCC to SB will be accompanied by either an SCC release signed by the parent or a copy of the Shelter Order.

n. SB shall cooperate with DCF/MSO staff in the investigations of alleged child abuse, neglect, or abandonment and SCC/DJJ in their obligation to supervise children in their custody. Allegations of child abuse, neglect or abandonment may result in a child being interviewed at school. Such interviews will be conducted in accordance with section 39.301(18), Florida Statutes (2014), and any other applicable law and as follows:

1. DCF/MSO, DJJ, and SCC staff must check-in through the school office;
2. DCF/MSO, DJJ, and SCC staff must identify themselves (including picture ID) to the school principal or his/her designee, and indicate the purpose of their visit, including the name of the child they need to see. The DCF/MSO staff will leave a copy of their business card with the appropriate contact information;
3. School staff will make the child available to the DCF/MSO, DJJ, and SCC staff;
4. The DCF/MSO investigator has the authority by Chapter 39, F.S., to take the child into custody. In exercising their authority to take the child into custody and remove the child from school the investigator will advise the principal or his/her designee and sign the child out of school, using the sign-out form maintained in the school office;
5. The DCF/MSO, DJJ, and SCC staff will comply with Chapter 39, F.S.

o. Once negotiations are completed and protocols developed, DCF shall provide access to the SB to the Florida Safe Families Network (FSFN) case management

system to obtain information about Children Known To The Department, consistent with the FERPA as determined in the state level protocol for DOE FSFN Access, under s. 39.0016 (2) (a), Florida Statutes (2009). DCF shall develop a protocol to provide access to a designated employee of the SB to their electronic data file system.

p. FW shall promote the identification of employment and training services available and a listing of these services to all the parties. FW will provide current information on available youth services on their websites.

7. Educational Stabilization

Each party agrees:

- a. The Parties shall develop and support program initiatives to facilitate the effective and efficient delivery of education and related services to eligible students placed in licensed out-of-home care settings;
- b. SCC shall attempt to place students in out-of-home care homes within or closest to their school of origin boundaries to facilitate stabilization of school placements. The school of origin is the last school the child attended before the out-of-home care placement.
- c. DCF/MSO/SCC will enroll youth in school immediately.
- d. SB shall enroll youth in state care who have previously been enrolled in Florida Public School immediately even if they do not have all necessary paperwork.
- e. When a school-aged child has been placed in the legal custody of DCF/MSO/SCC pursuant to a court order, and the child will be residing in Desoto, Manatee, or Sarasota County, a copy of this court order will be provided to the school based liaison. If there are changes in DCF/MSO/SCC authorized agency providers, DCF/MSO/SCC will promptly notify the school based liaison. Pursuant to its contract with DCF, SCC places children in out-of-home care. As a result, foster parents have the authority to enroll children in their care for school. This authority is documented in a “placement letter” developed by the SCC which is provided to the foster parents. This placement letter is sufficient documentation for a foster parent to:
 1. Enroll a foster child in their care in the foster parent’s zoned school.
 2. Allow the child to remain in his/her current school if they qualify under the McKinney Act.
 3. Participate as a “guardians” on behalf of the foster child.

4. Maintain the student's current school placement if the parent presents the "placement letter" to the office for School Choice.

f. DCF/MSO/SCC shall examine new expansion of uses of Title IV-E funding to include school transportation.

g. DCF/SCC will provide authorization to foster parents or case workers to provide permission for youth to participate in school clubs, after-school activities, sports and social events for all ages and to promote "Normalcy" for older youth. Include this participation as a service to the youth in their case plans, and coordinate transportation to and from all such activities.

h. DCF shall establish some requirement for school involvement for persons acting as parents to the youth.

8. Transportation

SCC, DCF/MSO, and SB agree to promote the availability of transportation resources for youth who are in out-of-home care to ensure that they can access education, job training and employment services as follows:

a. For students who do not meet the McKinney Act definition, the SB and DCF or SCC shall make every effort to provide school transportation for students in out-of-home care when it is deemed to be in the best interest of the student to attend a school outside the attendance zone of the out-of-home care location.

b. For students who meet the McKinney Act definition, the SB must provide transportation to the school of origin for the remainder of the school year when it is in the student's best interest or at the discretion of the parent/guardian.

c. DCF/SCC retain the responsibility to coordinate temporary transportation for students to and from school during the time that SB transportation is being arranged.

9. Dependency Case Planning

To effectively address educational, developmental or other disabilities, job training and employment issues, it is critical to include all parties who are involved with a child in the dependency case planning process. Therefore, it is agreed that:

a. SCC case management staff may notify all appropriate parties at the time of case planning development and case plan review.

b. SB, upon receipt of an appropriate parental consent or court order, shall provide relevant educational information to assist in good case planning at the development of the case plan and at case plan review.

c. SCC staff will make appropriate referrals to APD if it is believed that the youth may be in need of/eligible for their services.

d. APD staff will appropriately evaluate a client for eligibility and, if the youth is eligible, participate in the case planning development and review and provide any appropriate, relevant information.

e. DJJ staff will participate in the development of the case plan and review when the client is active with DJJ. If the client becomes active with DJJ subsequent to the case planning process, the DJJ counselor shall share any relevant information regarding the youth's offense, dispositions and court ordered supervision requirements and participate in the case plan reviews.

f. SCC will initiate a referral to FW staff and work with them to coordinate appropriate services to the youth, which would include support services, job search, placement services and training/workshops..

g. Each party referred to above shall keep each other informed on changes in status and/or change in case manager/counselor/support coordinator, etc.

h. DCF/MSO shall contact the other Parties if they receive an investigation regarding a child active in the child welfare system who is receiving services from a Party as part of the investigative process.

i. Any Party may contact the DCF Suncoast Regional Operations Manager to request a multiagency staffing when there are problems/concerns regarding case planning for a youth involved in multiple programs.

j. SCC and the SB shall cooperate in ensuring that each youth has a legally appropriate educational decision-maker and identify that person in the judicial record. If the school system or the court has appointed a surrogate parent for education decision making, that individual shall be invited to the portion of the case plan review regarding that youth.

k. DCF, SCC, and the SB will develop and implement protocols for rapid notice by schools to DCF, SCC, foster parent, or surrogate parent, when a youth is evidencing at-risk behaviors in school, truancy, lack of school progress.

l. SB shall be cognizant of students in out of home care and consider other forms of intervention and positive behavior support before suspension, expulsion or referring youth in out of home care to the delinquency system or alternative schools. Schools are required to follow school board approved Code of Student

Conduct procedures, which may include escalating levels of intervention for all students.

m. SB will define absence from school or class for documented DCF purposes as an excused absence and prohibit loss of credit or other negative impact for unavoidable absences.

10. Pursuit of Post Secondary Education

The Parties recognize the importance of encouraging post-secondary education pursuits for the youth and agree to work collaboratively to encourage continued education to the highest level achievable for as many youth as possible. SB will assist the Parties with the education of Youth Known to the Department as well as youth adopted over the age of 13, regarding the availability of financial assistance to include tuition exemptions, help with post-secondary pursuits. SB shall promote the provision of ongoing guidance support for the children/youth to ensure that they are aware of post-secondary options as to all relevant school and financial opportunities and will encourage school districts to include strategies for providing on-going guidance support in local agreements.

a. DCF/SCC and the SB shall educate youth fully on all requirements for higher education and financial aid, including necessary testing and applications, and the deadlines for each. Ensure that youth are provided access and preparation for the SAT, ACT, CPT, and/or the TABE.

b. SB shall educate students and caregivers on alternative education options including dual enrollment vocational programs and GED.

c. DCF shall cooperate with the Florida Department of Education to create uniform documentation for residency and tuition exemption purposes so that the DCF System can ensure that all youth can exit care with the required documents to enroll in post-secondary institutions.

11. Priority Employment, Training and Support Service, and Early Learning Programs

The Parties recognize the importance of FW providing employment and support for the youth, including but not limited to eligible foster care participants receiving independent living services, youth in the juvenile justice system, and youth with disabilities. FW shall facilitate the provision of such services through interagency involvement and promoting the following:

a. Attendance of DCF and SCC representatives at the FW board meetings.

b. Providing DCF and SCC with a description of local referral processes for employment and training services.

- c. Informing the various stakeholders about the available service array and the need for services.
- d. Distributing information about career awareness opportunities and promoting labor market information on jobs in demand at the state and local level for the appropriate education level of each youth.
- e. Establishing strategies for coordination of the various funding sources and services regarding employment and training.
- f. Exploring ways to collaborate, improve and expand on Operation Full Employment with DCF and SCC.

12. Opening and Closing of Licensed Residential Programs

In order to give the respective Parties sufficient time for program and resource planning, DCF shall ensure that all applications for residential group care licenses contain information regarding contact with the SB and an educational plan. In addition, if there is a closure of a licensed residential group care agency the SB will be notified as soon as possible of the planned or emergency closing of the facility. DCF shall notify the SB when supervision is initiated and/or a contractual relationship is entered into or terminated with a residential provider within the Circuit boundaries.

13. Parental Rights/Exceptional Student Education (ESE)

In order to ensure that youth receive an appropriate education consistent with IDEA and state implementing laws, rules and assurances, the coordination of services for a youth who has or may have a disability, may include:

- a. Referral for screening and evaluations to determine eligibility.
- b. Sharing of evaluations between the Parties as appropriate.
- c. Provision of specially designed instruction and related services appropriate for the needs and abilities of a youth.
- d. Coordination of services and plans between the SB and the youth's caregivers or residential setting to avoid duplication or conflicting services plans.
- e. Appointment of a surrogate parent by the SB or dependency court, consistent with IDEA for educational purposes for a youth who qualifies as soon as the child is determined to be without a parent to act for the youth. A surrogate parent shall be appointed as provided by law with consideration given to individuals who know the youth, and recommendations made by DCF/MSO or SCC and the courts, without regard to where the youth is placed, so that one surrogate parent

can follow the education of the youth during his or her entire time in state custody (34 CFR 300.519 and section 39.0016, Florida Statutes 2014).

f. The SB shall promote the requirement that individualized student intervention shall be provided when it has been determined that the student needs individualized intervention provided to students with disabilities who have IEP's or Section 504 plans when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies to enable the youth to maximize the attainment of educational goals. The SCC case manager may not sign as the parent or surrogate for a consent for an evaluation for an IEP or as authorizing participation in the program (34 CFR 300.300). However, may refer a child for an assessment.

14. Psycho-educational and Psychological Assessments:

Each Party agrees:

a. SB agrees to consider assessments of students in foster care completed by DCF and SCC contracted agencies and individuals when they are consistent with evaluation instruments and procedures used by SB.

b. DCF and SCC will require contracted agencies and individuals to provide appropriate identification and documentation when completing assessments in a school setting.

15. Independent Living Skills.

SCC and SB agree to promote collaborative programming as required by IDEA, for each youth who has or is suspected of having a disability and is 14 years of age and older to include independent living transition planning by SCC and all the youth's service providers to meet the requirements of the local school district for educational purposes. The collaboration shall be designed to enhance but not supplant SB responsibilities under IDEA.

SCC and SB shall work to promote educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, the Parties shall also undertake collaborative programming on independent living skills and post high school opportunities for youth not having a known or suspected disability.

16. Early Intervention.

DCF/MSO, SCC and SB shall engage in collaborative efforts and develop protocols for identifying preschool age youth who may qualify for Part C of IDEA. Parties will refer to the provision of services through the executed and negotiated Phase 1 agreements in Sarasota and Manatee County which include the school districts, Early Steps and FDLRS,

in order to ensure that the processes for the transitions of children at age three from Part C (Early Steps) to Part B (School District) and for Desoto County the “Interagency Procedures for Transition of Young Children with Disabilities, Birth to Kindergarten” to ensure that early intervention services are provided through Part C under IDEA.

17. Bi-Annual Consultation

Representatives from DCF, MSO, SCC, DJJ, APD, FW and SB shall continue to consult, every six months to assess/refine/enhance the coordination and quality of educational services to children in the child welfare system.

18. Disputes.

- a. When a dispute develops between or among Parties, each Party to the dispute shall refer the dispute to the next level of supervision up the chain of command until a resolution is reached. If a resolution cannot be reached, it will be referred to the DCF Suncoast Regional Director for review and resolution.
- b. The Parties mutually agree that no Party shall be entitled to recover monetary damages or litigation or court costs from any other Party for a breach of this Agreement. Each Party waives any right to trial by jury.

19. Parties Designee’s

- a. SB’s chairperson will execute this Agreement upon the majority vote of the SB. For purposes of administering this Agreement the SB designee shall be the Superintendent of Schools or his/her designee.
- b. The DCF designee for the purposes of executing this Agreement shall be the Regional Director, Suncoast Region. The Regional Director may assign a designated administrator for the purposes of administering this Agreement.
- c. The MSO designee for the purposes of executing this Agreement shall be the Sheriff. The Sheriff may assign a designated administrator for the purposes of administering this Agreement.
- d. The SCC designee for the purposes of executing this Agreement shall be the Vice President CBC Operations. The Vice President CBC Operations may assign a designated administrator for the purposes of administering this Agreement.
- e. The FW designee for the purposes of executing this Agreement shall be the President/Chief Executive Officer. The President/Chief Executive Officer may Assign a designated administrator for the purposes of administering this Agreement.
- f. The APD designee for the purposes of executing this Agreement shall be the

Suncoast Regional Operations Manager. The Suncoast Regional Operations Manager may assign a designated administrator for the purposes of administering this Agreement.

g. The DJJ designee for the purposes of executing this Agreement shall be the Chief Probation Officer. The Chief Probation Officer may assign a designated Administrator for the purposes of administering this Agreement.

School Boards

 _____
Desoto County Public Schools
Dr. Karyn Gary, Superintendent

2-17-15
Date

School Board of Manatee County
Robert Gause , Chairperson

Date

School Board of Sarasota County
Frank Kovach, Chairperson

Date

Department of Children and Families/Manatee County Sheriff's Office

Department of Children and Families
Lisa Mayrose, Suncoast Regional Director

Date

 _____
Manatee County Sheriff's Office
W. Brad Steube, Sheriff

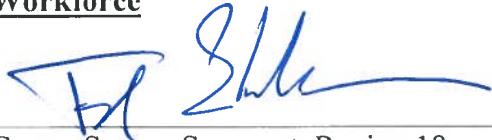
03/09/2015
Date

Community Based Care Lead Agency

 _____
Sarasota Family YMCA- Safe Children Coalition
Brena Slater, Vice President CBC Operations

3/16/15
Date

Workforce



3/6/15

Career Source Suncoast Region 18
Ted Ehrlichman, President/CEO

Date

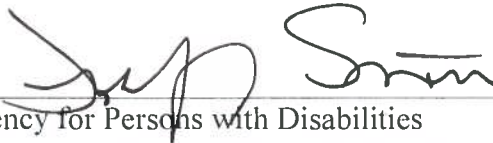


3-19-15

Career Source Heartland Region 19
Donna Doubleday President/CEO

Date

Agency of Persons with Disabilities



2/20/15

Agency for Persons with Disabilities
Jeff Smith, Suncoast Regional Operations Manager

Date

Department of Juvenile Justice



3/3/15

Department of Juvenile Justice
Virginia Donovan, Chief Probation Officer

Date

Memorandum of Understanding (MOU)

Between

**Heartland Workforce Investment Board, Inc.
(Regional Workforce Board 19)
d/b/a/ Heartland Workforce (HW)**

And

Board of County Commissioners of DeSoto County

1. Introduction

Heartland Workforce (HW) is responsible for providing labor exchange services, job training, and placement through the One-Stop Career Center delivery system. Many families in DeSoto County are in need of employment and other essential services (counseling and otherwise) to assist in meeting many of their basic needs. Such services are available through the Heartland Workforce One-Stop Career Center. Employment options are available through the Board of County Commissioners of DeSoto County (BOCCDC).

2. Parties to this Memorandum of Understanding, and Term

This non-financial Memorandum of Understanding (MOU) is entered into by and between Heartland Workforce and the Board of County Commissioners of DeSoto County beginning May 01, 2009 and ongoing unless terminated in accordance with the terms of this Memorandum of Understanding.

3. Purpose of This MOU

The purpose of this MOU is to establish the general conditions and joint processes that will enable HW and BOCCDC offices to work as partners to collaborate in providing services to DeSoto County families and employers.

4. The Board of County Commissioners of DeSoto County Responsibilities

As a party to this MOU, BOCCDC will perform the following functions:

- a. Post job vacancies on BOCCDC website with instructions to apply through HW.
- b. Enter Job Orders in Employ Florida Marketplace (EFM).
- c. Enter complete hire information in EFM (applicant hired, start date, wage rate) within two weeks of applicant start date.
- d. Communicate any concerns to HW staff to assure the receipt of quality referrals and qualified applicants.
- e. Supply HW with BOCCDC employment applications.
- f. Instruct applicants for employment to apply at local HW office.

5. Responsibilities of Heartland Workforce

As a party to this MOU, Heartland Workforce will perform the following functions:

- a. Receive and review applications received from those seeking employment with DeSoto County. Applications may be received via e-mail, fax, or hand delivery.
- b. Screen job applicants for DeSoto County Human Resources Department. Screening criteria will be based on job order qualifications.
- c. Provide interested walk-in job seekers with paper applications and instructions to apply for DeSoto County employment opportunities.
- d. Refer all questions from applicants/job seekers, concerning clarification regarding qualifications listed on job order and/or job descriptions, to DeSoto County Human Resources Department when needed.
- e. Send all applications in batch form to DeSoto Human Resources Department no later than three days after the closing date of the job order.
 - i) Applications will be separated into three categories— qualified, not qualified, consider subjective review.
- f. Advise the applicant/job seeker if he/she meets or does not meet qualifications, or if his/her application will be submitted in the "consider subjective review" category.
- g. Provide EFM training to DeSoto County Human Resources staff.
- h. Assist applicant with EFM registration.
- i. Refer qualified applicants to the posted job orders.

6. Staff

Heartland Workforce and BOCCDC will each designate a point of contact for follow-up discussion, report of concerns, and coordination of services.

7. Services

Services to be provided by each organization are outlined above.

8. Confidentiality Policy

All applicant files and related information will be processed and maintained in accordance with applicable federal, state and local confidentiality policies. The Partners acknowledge their separate obligation to perform this Agreement in compliance with the requirements of the Public Records Law, Chapter 119, Florida Statutes, and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07 (1), Florida statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statutes. The Partners acknowledge that the data exchanged between agencies has been provided for official purposes and that public access to such data is limited and prescribed by statute. Both parties agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to provide advance copies of publications involving another agency's data for review.

9. Amendments/Cancellations/Renewal

This MOU may be amended at any time provided the amendment is made in writing with mutual consent of both parties. Either party may terminate this MOU, without cause, with thirty (30) calendar days written notice, or sooner, if both parties agree.

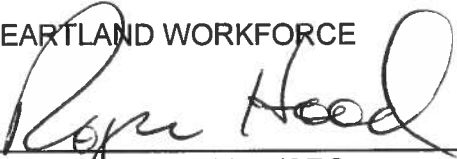
This MOU will remain in effect until terminated by one or both parties.

10. Authorization for Signature

The parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year written below.

HEARTLAND WORKFORCE



Roger Hood, President/CEO

3/06/09
Date

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY



Elton A. Langford/Chair

3-23-2009
Date

Memorandum of Understanding
between
Manatee Community Action Agency, Inc.
and the
CareerSource Heartland

I. Purpose

Manatee Community Action Agency, Inc., hereinafter referred to as "MCAA", and the CareerSource Heartland, hereinafter referred to as "CSH", enter into this mutual Memorandum of Understanding for the period commencing April 1, 2018, and extending through March 31, 2020, in order to facilitate effective collaboration and services for individuals served by both organizations.

The purpose of the agreement is to continue a relationship between both agencies, which supports low-income individuals pursuing employment and/or education leading to employment; or to enhance their skills and knowledge for value-added employment.

II. Services

MCAA agrees to provide services as follows:

- To identify low-income individuals who are unemployed or underemployed, and to provide referrals and assistance for employment services offered by CSH;
- To provide on-going mentoring services for individuals in economic stability programs including the review of activities related to employment;
- To collect and maintain data related to the participation of individuals in employment related activities including the successful completion of such programs; and
- To collect and maintain data related to the new employment, value-added employment, and increased employment benefits received by low-income individuals in economic stability programs.

CSH agrees to provide services as follows:

- To provide basic career services and job search assistance to unemployed or under employed individuals;
- To provide job training scholarships to eligible individuals seeking to improve their wage earning capacity; and
- To provide access to assessment resources helpful in determining needed educational or training skills of low-income individuals.

Both parties agree as follows:

- To collaborate on employment initiatives which support low-income individuals.

III. Information Exchange

- MCAA will provide CSH with data related to the employment, or value-added employment of low-income individuals involved in economic stability programs when requested.

- CSH will provide information on relevant employment, education and training, and support services available to low-income individuals.

IV. Communication

MCAA and CSH shall maintain open communication as needed to facilitate services to identified low-income individuals served through this agreement.

V. Term

This Memorandum of Understanding shall begin April 1, 2018, and shall end on March 31, 2020.

VI. Termination

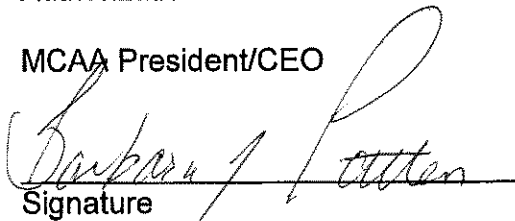
This Memorandum of Understanding may be terminated by either party upon no less than thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Barbara J Patten, President/CEO
Manatee Community Action Agency, Inc.
6428 Parkland Drive
Sarasota, Fl. 34243

Donna Doubleday, President/CEO
CareerSource Heartland
5901 US Hwy 27 South, Suite 1
Sebring, Fl. 33870

VII. Authorization

MCAA President/CEO


Signature

Date

2/26/18

CSH President/CEO


Signature

Date

2-26-18

**GRANTEE – SUBGRANTEE AGREEMENT
BETWEEN HEARTLAND WORKFORCE
AND THE DEPARTMENT OF ECONOMIC OPPORTUNITY**

This Grantee - Subgrantee Agreement (Agreement) sets forth the terms and conditions to which the HEARTLAND WORKFORCE (the Board) agrees as a recipient of federal workforce funds from the Department of Economic Opportunity (Department or DEO). This Agreement shall take effect on July 1, 2012 and shall remain in effect for as long as the Board continues to receive federal funding from the Department as directed by Workforce Florida, Inc. (WFI) or until a new agreement is executed. Failure to comply with the terms and conditions outlined herein may result in the loss of federal and state funds and may be considered grounds for the suspension or termination of this Agreement and result in a determination of disallowed costs.

Fiscal and Administrative Controls

A. The Board agrees to comply with the applicable cost principles and administrative requirements for grants and agreements included in applicable Code of Federal Regulations, federal Circulars and requirements of the federal Office of Management and Budget. The Board agrees to follow all programmatic and funding requirements of federal and state law and has provided a certification that the written administrative procedures and processes representing the minimum required procedures and fiscal controls are in place for managing and operating Workforce Investment Act, Wagner-Peyser, Welfare Transition, Supplement Nutrition Assistance Program (SNAP) and other programs for which the Regional Workforce Board/administrative entity receives funds from the Department or WFI. The certification is attached hereto as Exhibit "E".

B. The Board agrees to comply with Chapter 445, Florida Statutes in managing and operating workforce programs for which the Board receives funds from the Department or WFI.

C. The Board shall receive its level of allocated funding and other funding by way of Notice of Fund Availability (NFA). These NFA notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award.

D. The Board shall, in accordance with the Department's instructions, provide timely electronic data to the Department, via the electronic data systems used at the One-Stop centers and the Board, as it relates to the financial or programmatic information in order to allow the Department to provide accurate reports to the United States Department of Labor (USDOL), other federal agencies, WFI, and other interested parties; and to review the Board's fiscal status and performance. The Board shall, in accordance with the Department's instruction, enter programmatic and fiscal information in the respective electronic data systems in a timely manner in order to monitor and to provide accurate information/reports to the afore-mentioned parties.

E. The Board agrees to be monitored by the Department staff and/or agents, as well as representatives of federal and state funding agencies. Additionally, the Board agrees to comply with the Audit Requirements set forth in Exhibit "D" on an annual basis to ensure compliance with these uniform requirements and take prompt corrective action as a result of findings of noncompliance. The Board also understands that the Department may recommend sanctions or

penalties against the Board to WFI for failure to take appropriate corrective action to secure compliance with the administrative requirements. The Board understands that the Department may take action to recover disallowed costs and interest. Upon exhaustion of applicable administrative and judicial remedies, the Board agrees to repay the amount of finally determined disallowed costs and interest from non-federal and non-state grant funds.

F. The Board shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.

G. The Board shall designate a custodian for property and equipment purchased and/or transferred to the Board from the Department for use in the One-Stop delivery system. The Board and its designated One-Stop Operator(s) or Managing Partner(s) shall follow the procurement procedures approved by WFI in the purchasing of property, equipment, and other goods and services for use in the local One-Stop delivery system. The Board shall follow its own property management procedures when managing property and equipment. Upon termination of this agreement, the Board agrees that the Department shall be reimbursed its monetary share of the fair market value of all property and equipment purchased directly by the Department and subsequently transferred to the Board; except however, any single item not part of a group or collection valued at less than \$1,000 may be retained, sold, or otherwise disposed of by the Board without further obligation to the Department.

Performance Standards

A. The Board is required to perform in accordance with governing federal and state law; any and all requirements set forth in the Memorandum of Understanding ("MOU"), Exhibit "A"; WFI policies; and other agreements in which the Board has received a Notice of Fund Availability. These requirements, as tracked by WFI and the Department, shall be considered the "Performance Standards." The Board shall, in accordance with the Department's instructions, provide timely electronic data to the Department, via the electronic data systems used at the One-Stop centers, as it relates to the Performance Standards in order to allow the Department to provide accurate reports to USDOL, WFI and other interested parties and to review the Board's performance. On an annual basis, the Department, under the direction of WFI shall meet with each regional workforce board to review the board's performance.

B. Corrective Measures. The Department will routinely review and monitor the Board's performance as directed by WFI and will notify the Board in writing of any deficiencies or recommendations. The need for such a review will be determined by WFI based on an analysis of a region's workforce program participant and financial data as provided by the Department. The Board agrees that its failure to meet at least 80% of each of the goals set forth that are related to or aligned with the measures negotiated with USDOL in the Performance Standards, or its failure to substantially comply with any and all other requirements set forth in the MOU, the plans and other agreements, and governing state or federal law constitutes grounds for corrective measures. Should the Board's performance require corrective action to improve performance, the Department will initiate a Performance Improvement Plan, or other appropriate actions, in coordination with WFI.

The Board will have 30 days from the date of receipt of the written Performance Improvement Plan to respond to the recommendations outlined in the plan and to present a plan of action to implement the recommendations to the Department and WFI for approval. The Department and WFI shall be available to assist the Board in planning and implementing the recommendations in the Performance Improvement Plan. The Board will provide to the Department a status report relative to the Performance Improvement Plan recommendations and the plan of action to implement the recommendations required. If the Board does not present a timely plan of action to implement the recommendations as outlined in the Performance Improvement Plan, or if the Board fails to receive the Department and WFI's approval of the Board's plan of implementation of the recommendations, or if the Board fails to implement the recommendations within a reasonable time, or if the deficiencies are not corrected within a reasonable time following the Board's implementation of the recommendations, the Department may, subject to WFI's direction, reduce or otherwise adjust the Board's funding (by disqualification from distributions of incentive monies, reallocated funds and/or State level reserve funds, or other appropriate means) and, for repeated and/or persistent failure to correct deficiencies, WFI may take additional corrective action, up to and including termination of the Board's charter.

Memorandum of Understanding

Attached as Exhibit "A" is the MOU that sets forth the terms of Agreement for cooperation and consultation between the Department and the Board, with regard to the workforce program services delivered by the Department staff in the One-Stop System established within the Board's workforce region.

Confidentiality Agreement

A. The Board understands that it is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. However, the parties agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality. Both parties also agree to provide access to and share any forms that may be used in the delivery of program services in the local One-Stop System.

B. Employees of DEO, One-Stop centers, Regional Workforce Boards (RWBs) and their contractors, subcontractors, or agents, in the performance of their duties and in the course of delivering workforce program services, receive information obtained from employers, applicants, participants and reemployment assistance claimants. The information received includes, but is not limited to job and program applicant registrations, job orders, employer reports, reemployment assistance claims and related records. This information is confidential and must be safeguarded against unauthorized disclosure in accordance with 20 CFR 603 and sections 443.171(5) and 443.1715, Florida Statutes. Furthermore, welfare transition participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and section 414.295, Florida Statutes. Additionally, RWBs and One-Stop center staff work on joint projects with education agencies in implementing workforce programs administered by the Department (and may collaborate with other agencies, such as the Departments of Juvenile Justice and Corrections and the Division of Vocational Rehabilitation). In such cases, confidentiality requirements for each such program must also be followed.

Therefore, the Board, and their contractors, subcontractors, or agents, in the course of receiving and utilizing confidential workforce program information for the purpose of performing their duties shall:

1. Maintain the confidentiality of employer, employee, claimant, applicant and participant identity and all related information pursuant to state and federal law and regulations and as detailed in the Department's Policy 1.02-Confidentiality of Records and Public Records Request and Subpoenas. The Board must sign the attached "Regional Workforce Board Non-Disclosure and Confidentiality Agreement" and return it to the Department. When signed, the certification statement shall be incorporated by reference into this Agreement as Exhibit "B." In addition, employees of DEO, One-Stop centers, RWBs and their contractors, subcontractors, or agents granted access to electronic data systems must sign confidentiality access agreements required by system owners for systems access privileges.

2. Abide by all present and future Department directives and policies issued in accordance with state and federal laws pertaining to workforce program and grants, privacy requirements and data confidentiality. Official requests shall be handled in accordance with Final Guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as Department policies 1.02, Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests, located on the DEO Intranet.

3. Abide by data security measures imposed by the Department of Children and Families, the Department or any other entities as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA).

4. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data from the Labor Market Statistics Center (LMS) is confidential pursuant to section 443.1715, F.S., and Commissioner's Order 3-04 (USDOL). Labor market information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In published aggregate form, these data are not confidential. These data are collected and produced through cooperative agreements with the USDOL, Bureau of Labor Statistics, and DEO, Labor Market Statistics Center. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Department should be copied or disclosed to any party other than those authorized by law. Confidential employer information may be made available only to public employees (including regional workforce board staff) in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5. All employees of One-Stop Centers and RWBs, and their contractors, subcontractors, or agents with access to, and the ability to change or destroy confidential data, including data stored in the information systems used by workforce service providers to manage and report participant information, are required to undergo an equivalent of a Level 1

background screening as a condition of employment or contract award. Re-screening shall occur every five (5) years of consecutive employment and upon re-employment or employment in a new or different position of special trust. Contractors shall be rescreened upon assignment to a new contract, or after a new contract award period. A Level 1 background screening includes, but is not be limited to, statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE), and may include local criminal records checks through local law enforcement agencies. The background screening results shall be used to determine eligibility for employment or continued employment, and approval of contractor/agent personnel performing work on behalf of the Board. All records of Level 1 background screening, including requests and screening reports are confidential and shall only be made available as authorized by law. The Board is responsible for maintaining a current list of employees and contractors/agents screened by name, last four digits of their social security number, the date the screening was completed, the date the results were reviewed and who approved the individual for employment or continuing employment, or as a contract/agent service provider. The Board is responsible for all costs incurred in obtaining Level 1 screenings and for establishing procedures for managing and facilitating the screening process.

State Plan and Certifications and Assurances

A. The Board has submitted and received approval of its Two-Year Plan which outlines the Board's delivery and administration of all workforce services within its region. This plan identifies and describes certain policies, procedures and local activities that are carried out in the local area and consistent with the State Plan. The local workforce investment plan must meet the requirements of WIA section 118(b) and other requirements as specified by WFI.

B. The Board has executed and submitted the following required certifications and assurances as part of its Local Plan. These certifications and assurances are incorporated by reference and made a part of this Agreement as Exhibit "F":

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98)
3. Certification Regarding Lobbying (29 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 94)
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)
6. Certification Regarding Environmental Tobacco-Smoke
7. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
8. Scrutinized Companies Lists Certification (Section 287.135, F.S.)

C. On an annual basis, the Board shall sign the certification that the Two Year Plan has been updated and is current or that no changes are required. The certification also requires that the Certifications and Assurances on file with the Two Year Plan be current and that the terms and conditions have not changed. Exhibit "C."

Information Technology Systems

A. The Board shall designate a Management Information Systems Director who will work with the Department and the Office of Information Security within the Department of Management Services (DMS) to ensure optimal communications between local and State networks supporting the Department's Management Information Systems (hereinafter collectively referred to as "the Workforce Systems"). In addition, the Board shall designate a Regional Security Officer who shall coordinate with the Department and with the Department of Children and Families (DCF) as required, to ensure all applicable security requirements are met and procedures are followed. The Regional Security Officer shall provide information to DCF and the Department on users that have access to the Workforce Systems and non-workforce systems such as the unemployment benefits system or its successor, and SUNTAX as often as necessary.

B. The Board will ensure that the Department staff assigned to the local One-Stop have access to electronic and written communication from the Department. The Board will maintain a secure connection to the State's resources and internal network ensuring necessary access to DEO's Intranet, People First, Financial Reports and other application/data at an acceptable bandwidth with privacy and adherence to Department security policies.

Risk Mitigation Strategies

The Board shall engage in risk mitigation strategies to ensure the protection of informational assets and the promulgation of business activities. The strategies should include, but are not limited to, an organizational risk analysis, a disaster recovery plan, a continuity of operations plan, and adequate insurance coverage.

Provision of Employment and Job Placement Services to Individuals with Disabilities

The Board shall designate at least one staff member in each One-Stop office to promote and develop employment opportunities for individuals with disabilities and to ensure that job counseling and placement efforts are made for such individuals.

Provision of Space for American Federation of State, County, and Municipal Employees of Florida (Union) Information

A. The Board agrees to provide wall space measuring nine square feet for Union-purchased bulletin boards.

B. The Union bulletin boards shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Reports of Union committees
5. Union benefit programs
6. Current Union contract
7. Training and educational opportunities

8. Decisions reached through consultation meetings, as approved by the Chief Negotiator of the Department of Management Services
 9. Notices of wage increases for covered employees.
- C. Materials posted on these bulletin boards shall not contain anything which violates or has the effect of violating any law, rule or regulation.
- D. Postings must be dated and bear the signature of an authorized Union representative.

Response to Customer Service Complaints

The Department will forward any customer complaints about the workforce system received directly or forwarded from the Governor's or legislative offices, to the appropriate regional board for review. Regional board staff will investigate the complaint in a timely manner, take whatever action they believe is appropriate, and report the action in writing to the Department so that the complaint can be closed.

Attachments:

The following Exhibits are incorporated by reference into this Agreement:

- Exhibit "A" – Memorandum of Understanding (MOU)
- Exhibit "B" – Regional Workforce Board Data Sharing Agreement—Non-Disclosure and Confidentiality Agreement—between DEO and RWB (requires signature of RWB Designee and date) and Exhibit "B-1" – (Sample) Individual Non-Disclosure and Confidentiality Certification Form
- Exhibit "C" -Annual Certification
- Exhibit "D"- Audit Requirements
- Exhibit "E" –Administrative Procedures and Process Certification (Annual)
- Exhibit "F"- Certifications and Assurances

Agreement Terms

A. Order of Precedence. If there is any conflict between the provisions set forth in this Agreement (as such may be modified from time to time by the Department, as directed by WFI, upon written notice to the Board), and the other standards set forth in the MOU, the plans and other agreements and federal and state law, it will be resolved in the following order of priority: (i) federal and state law; (ii) this Agreement; (iii) the plans and other agreements; and (iv) the MOU.

B. Modifications. Except with respect to the permitted unilateral modification of the Performance Standards by the Department, as directed by WFI, and as set forth in this Agreement, any modification to this Agreement shall be by written consent of the parties.

C. Contingency Statement. This Agreement is subject to the appropriation of funds by the Florida Legislature. Therefore, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature

D. **Governing Law.** This Agreement shall be construed in accordance with and governed for all purposes by the law of the State of Florida applicable to contracts executed and to be wholly performed within such state.

E. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of the Agreement will remain in full force and effect.

F. **Notices.** When either of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified or other delivery service with proof of delivery (i.e. by email, facsimile or overnight mail). The place for giving notice shall remain such until it is changed by written notice in compliance with the provision of this paragraph.

To the Board: (Insert Contact Here)

To the Department:

Thomas Clendenning, Director, Division of Workforce Services
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Fl. 32399-4120

In the event that different representatives are designated by any party after the execution of this Agreement, notice of the name, address, zip code, and telephone number of the newest representative will be rendered in writing to all of the parties and said notification attached to copies of this Agreement.

G. **Warranty of Ability to Perform.** The Board warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Board's ability to perform under this Agreement. The Board shall immediately notify the Department in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Agreement.

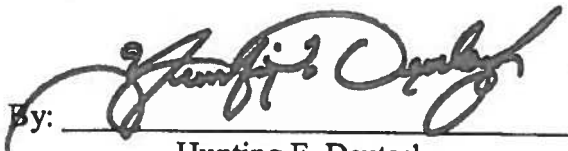
H. **Florida Certified Minority Business Enterprise Utilization Reporting.**

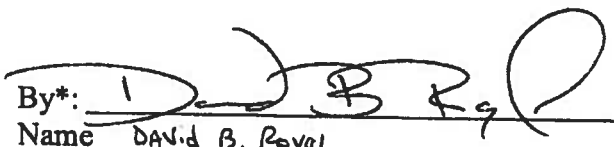
The Board shall submit to the Department on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

Department of Economic Opportunity

Regional Workforce Board

By: 
Hunting F. Deutsch
Executive Director
Department of Economic Opportunity

By*: 
Name DAVID B. ROYAL
Title Board Chair

Date: 9-11-12

Date: 10-17-12

*The signatory should either be the Regional Workforce Board's Chairperson or the Executive Director if such authority has been delegated by the Board.

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING BETWEEN HEARTLAND WORKFORCE AND THE DEPARTMENT OF ECONOMIC OPPORTUNITY

FOR THE DELIVERY OF WAGNER-PEYSER FUNDED EMPLOYMENT SERVICES AND OTHER WORKFORCE PROGRAM SERVICES PROVIDED BY THE DEPARTMENT

The following Memorandum of Understanding (Agreement or MOU) sets forth the terms of agreement for cooperation and consultation between the Department of Economic Opportunity (Department or DEO), and HEARTLAND WORKFORCE (Board), with regard to the workforce program services delivered by Department staff in the One-Stop System established within Workforce Region 19.

I. Applicable Workforce Programs

This Agreement covers the delivery of the following Department program services, hereinafter collectively referred to as "Department program services":

- Employment services funded under the Wagner-Peyser Act of 1933, as amended, including services to reemployment assistance claimants, veterans and migrant and seasonal farm workers.
- Workforce activities authorized under Title 38 U.S.C., Chapter 41, including dedicated job counseling, training, and placement for veterans.
- Trade Adjustment Assistance Program (TAA)
- Other workforce program services that may be directly provided by the Department.

II. Governing Law

The Workforce Investment Act (WIA) of 1998 and Chapter 445, Florida Statutes, are the principal laws that govern the Board and the Department relative to the delivery of Department services within the One-Stop system established by the Board. The Department and the Board shall also comply with the applicable federal and state laws and rules including relevant provisions of the Code of Federal Regulations and Office of Management and Budget (OMB) Circulars that govern each of the above referenced Department program services.

III. Purpose of MOU

It is the purpose of this Agreement to establish an organizational framework to integrate the delivery of Department program services into the One-Stop delivery system established by the Board. The Agreement satisfies the requirements contained in the Workforce Investment Act of 1998 for a MOU between the Department and the Board and the requirements contained in Chapter 445, Florida Statutes for the delivery of these services within the locally managed One-

Stop delivery system. The MOU defines the partnership between the Department and the Board to provide Department program services in a coordinated, seamless and customer friendly manner within the locally established One-Stop delivery system. The relationship between the Board and the Department is also defined by the performance agreement executed between the Department and the Board.

IV. Duration of Agreement

This MOU shall be in effect for the duration that the Board continues to provide the services under the Grantee - Subgrantee Agreement.

V. Description of the One-Stop System

The WIA regulations at 20 CFR 652.216 state: "The One-Stop system delivery envisions a partnership in which Wagner-Peyser Act labor exchange services are coordinated with other activities provided by other partners in a One-Stop setting. As part of the local Memorandum of Understanding, the State agency, as a One-Stop partner may agree to have staff receive guidance from the One-Stop operator regarding the provision of labor-exchange services. Personnel matters, including compensation, personnel actions, terms and conditions of employment, performance appraisals, and accountability of merit-staff employees funded under the Act, remain under the authority of the State agency. The guidance given to employees must be consistent with the provisions of the Act, the local MOU, and applicable collective bargaining agreements."

Subsection 445.009 (3)(b), Florida Statutes states: "Employment services must be provided through the one-stop delivery system, under the guidance of one-stop delivery system operators. One-stop delivery system operators shall have overall authority for directing the staff of the workforce system. Personnel matters shall remain under the ultimate authority of the Department. However, the one-stop delivery system operator shall submit to the Department, information concerning the job performance of employees of the Department who deliver employment services. The Department shall consider any such information submitted by the one-stop delivery system operator in conducting performance appraisals of the employees."

A staffing structure chart that describes the site location and identifies the designated operator or managing partner for each One-Stop system/center established by the Board is attached to this MOU. The chart will identify the position classification and program assignment for Department staff assigned to each One-Stop system/center. Changes made to the designated operator or managing partner and changes made to the program assignment of staff shall be reflected on revised charts and submitted as a notice of change to the MOU by the party making the change to the other party.

All Department workforce program services will be integrated at these locations and delivered under the functional direction and management of the designated operator or managing partner of the One-Stop system/center where Department program staff is assigned. Although the One-Stop system operator or managing partner shall have overall authority for directing Department

staff assigned to local One-Stop centers, personnel matters, such as hiring and discipline, shall remain under the ultimate authority of the Department.

VI. Statement of Work

The Department shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under the Wagner-Peyser Act and any other applicable federal and state laws for the workforce program services directly delivered by the Department. Each party to this agreement shall fulfill its responsibilities under the MOU in accordance with the provisions of laws and regulations that govern their respective activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

Department staff assigned to local one-stop centers shall follow the following procedures established by the One-Stop operator for referral of customers to other One-Stop partners.

DEO staff assigned to the local One-Stop centers shall deliver the Department program services listed in Section I of this Agreement. The delivery of these services shall be done in compliance with all applicable federal and state laws, including all required equal opportunity and non-discrimination laws. The Department shall be responsible for funding, directing, controlling, and delivering the workforce services provided by the DEO staff consistent with Federal guidelines and consistent with the direction provided by the Board. The day-to-day management of these services and DEO staff will be done under the supervision of the One-Stop operator or managing partner within the overall direction and guidance provided by the Department and as described in this Agreement. Any identified or perceived conflict in the direction provided to Department staff assigned to deliver these workforce services will be referred by the Board to the designated Department representative for resolution.

A. Workforce Investment Act/Wagner-Peyser

The Board and the Department agree to jointly plan for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Department will notify the Board of the amount of anticipated revenue allocated to the workforce region for each program administered by the Board to use for planning purposes. The Department shall ensure that it meets the requirement in section 445.009, Florida Statutes that at least 90 percent of the Wagner-Peyser funding go to fund direct customer services. Both parties agree to share resources in supporting those core, intensive, and training related services common to each of the programs administered by each party according to an approved cost allocation plan. The approved cost allocation plan is incorporated by reference into this MOU.

The Department will support the Board in providing the following common core and intensive One-Stop services.

CORE SERVICES:

- Eligibility determination for Department program services

- Outreach, initial customer intake, and orientation to the information and other services available through the one-stop delivery system
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs
- Job search and placement assistance, and where appropriate, career counseling
- Provision of Labor Market Information, including job vacancy listings in labor market areas, information on job skills necessary to obtain these jobs, and information relating to local occupations in demand and the earnings and skill requirements for such occupations
- Provision of information regarding the availability of supportive services available in the local area, and referral of such services, as appropriate
- Provision of information regarding performance and costs for eligible training providers
- Provision of information regarding how the local area is performing on the local performance measures
- Provision of information regarding filing of claims for reemployment assistance
- Provision of providing reemployment services.
- Unassisted access to job placement resources
- Referral to other appropriate workforce services
- Other core services as determined by the Board and allowable as an eligible activity under Department program services

INTENSIVE SERVICES (included but not limited to):

- Comprehensive and specialized assessments of customers' needs
- Development of an individual employment plan and service strategy to meet identified customer needs
- Group and specialized customer counseling
- Career planning
- Staff assisted job placement
- Referral to other appropriate workforce services
- Other intensive services as determined by the Board and allowable as an eligible activity under Department program services

TRAINING SERVICES:

- Referral to training services as appropriate

B. Trade Adjustment Assistance Act

When warranted because of trade-affected dislocations, Department staff will be assigned to the local One-Stop Center to determine the eligibility of trade-affected workers clients who are eligible for Trade Adjustment Assistance (TAA) benefits and services.

These staff, as well as other merit staff who provide case management for eligible TAA clients will ensure that eligible trade-affected workers receive all appropriate TAA benefits and services, consistent with federal and state requirements.

VII. Staffing

The Board has the authority to provide day-to-day supervision and direction to DEO merit staff employees and Other Personal Services employees as it relates to the operation of the One-Stop centers. Subsection 445.009(3)(b), Florida Statutes, limits the Department's right to delegate personnel management to the Board and requires that the ultimate authority remains with the Department. The Department can and will accept recommendations from the Board on all personnel matters with respect to the Department employees they supervise. Final action resulting from such recommendations will remain with the Department. The Board and the Department shall determine how the Board will provide recommendations to the Department regarding personnel matters with respect to Department employees and those procedures shall be incorporated by reference into this MOU.

The Board and the Department shall jointly complete a staffing structure chart that describes the Department staff structure within the Board's One-Stop delivery system. The staff chart shall be retained as the official organizational chart by the Department's Human Resources Management.

The One-Stop operator or managing partner shall designate a One-Stop site manager who shall be responsible for supervising the day-to-day operations for each local One-Stop center. Department staff shall follow the day-to-day guidance provided by the One-Stop site manager to ensure coordination and integration of Department program services with the operation of the local One-Stop center. The One-Stop site manager may designate other staff to assist and provide direction in the management of the center. Such designations must be clearly defined and communicated to prevent any confusion for Department staff. Department employees continue to be subject to the Department's leave and time distribution policies and procedures but shall notify and obtain concurrence from the designated One-Stop site manager regarding absences to ensure that leave is coordinated with other site partners and does not interfere with the on-going operation of the One-Stop center. Any disputes regarding leave requests by a Department employee shall be resolved by the Department's representative, as described in the following paragraph.

The Department shall designate a primary Department representative to resolve any personnel issues and disputes and be the signatory official for all personnel actions relative to Department staff assigned to the Board's local One-Stop centers. The designated Department representative will accept recommendations from the Board when determining the number and classification of assigned Department staff positions. The designated Department representative shall accept input and recommendations from the designated One-Stop site manager regarding personnel matters such as recruitment and selection of staff, assignment of staff, disciplinary and termination actions, performance evaluations, and other similar type personnel actions. Although recommendations provided by the One-Stop Site Manager shall be accepted by the Department when taking personnel actions, the ultimate decision for any personnel action

remains with the Department. The Department shall follow Chapters 110 and 112, Florida Statutes, Chapter 60L of the Florida Administrative Code, and as applicable, the Master Contract between the State of Florida and Public Employees Council 79 of the American Federation of State, County and Municipal Employees Union, AFL-CIO when conducting any personnel action.

Under the direction of the Board, the recruitment and selection of Department staff assigned to a local One-Stop center shall be coordinated with the local One-Stop Operator's or managing partner's regular recruitment and selection process. The Department shall notify the Board and the local One-Stop operator or managing partner of its staff needs including any hiring deadlines dictated by contractual and grant obligations. The Department shall solicit recommendations from the One-Stop operator or managing partner regarding staffing requirements, essential job functions, and relevant selection criteria. The Department shall ensure that the recruitment and selection process complies with Chapter 110, Florida Statutes, and Chapter 60K of the Florida Administrative Code, and that Department staff recruited and placed Other Personal Services (OPS) employment are hired consistent with Chapter 60L of the Florida Administrative Code.

State merit staff employees who have been offered or who are occupying a position that has been designated as special trust are required to have a Level 2 background screening conducted before an offer of employment is made or disciplinary action is taken as a result of background screening. Background screening shall be conducted in accordance with DEO Policy 1.08 Position of Special Trust. Re-screening shall occur every five years of consecutive employment and upon re-employment or employment in a new or different position of special trust. The five-year re-screening date is calculated from the initial screening date.

VIII. Communications

Both the Board and the Department agree to fully cooperate and communicate in their mutual efforts to implement the provisions of the Agreement and to ensure a seamless delivery of workforce services. Both parties agree to facilitate and maintain collaboration, cooperation and on-going communications between staff of the Department and the Board and its designated One-Stop operator or managing partner. The Board will ensure that all correspondence and mail relating to the Department's programs is expeditiously distributed. Local Department staff will coordinate with and use any correspondence and mail distribution system established by the Board's One-Stop operator or managing partner. The Department will coordinate with the Board and its One-Stop operator or managing partner before distributing any locally developed material and agrees to coordinate and use any marketing and communication design specifications developed by the Board.

IX. Leasing

The Board is responsible for managing real property and leases for all space utilized in the One-Stop delivery system. The Board and its designated One-Stop operator(s) or managing partner(s) shall be responsible for all activities involved with securing space for local One-Stop centers, insuring payment to lessors and cost allocating rent charges and otherwise managing leases. The

Department will provide administrative consultation, support and assistance as requested by the Board.

X. Travel

Department employees shall comply with the travel guidelines contained in Chapter 112, Florida Statutes. Department employees assigned to a local One-Stop Center shall confer with the One-Stop site manager to coordinate and obtain appropriate authorization for travel on behalf of the RWB that the RWB will fund or reimburse in connection with the employees' assigned duties. For travel of any Department employee assigned to a local One-Stop Center that DEO will directly pay for or reimburse, the employee must obtain advance authorization from the Department. A Department representative will be designated to address questions and to help resolve disputes regarding travel by Department staff assigned to the local One-Stop delivery system.

XI. XIX. Impasse Resolution

In the event that an impasse should arise between the Department and the Board's designated One-Stop operator(s) or managing partner(s), either party may request an informal hearing with the Chair of the Board. If either party is not satisfied with the outcome of the hearing, a request may be made to have the matter referred to the full Board of Directors. An impasse situation between the Board and the Department regarding the terms and conditions of this Agreement shall be referred to the President of Workforce Florida, Inc. (WFI) for mediation. The President of WFI shall meet with the Director of the Department, or a representative of the Department designated by the Director, and the Chair of the Board, or a representative of the Board designated by the Chair, to mediate the impasse. The President of WFI shall refer the issue to the Executive Committee of WFI for a final resolution if the attempt to mediate a resolution is unsuccessful.

EXHIBIT "B-1"

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 the Department of Economic Opportunity (Department or DEO) 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 Board's Regional 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 Department.
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 or the Department. 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, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

EXHIBIT "B"

REGIONAL WORKFORCE BOARD Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

The Department of Economic Opportunity (Department or DEO) and Regional Workforce Board 19 (Board).

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Department hereby agrees to make available to the boards and/or their agents, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited to, data which is maintained in the State's Management Information Systems, including the Unemployment Benefits System or its successor, CONNECT, and the System for Unified Taxation (SUNTAX) in supporting the unemployment program, and any replacement systems providing the same workforce and unemployment data.

B. Regional security officers for the various workforce programs systems shall be appointed by the Board. It is not required that these individuals be Department employees. Regional Security Officers, at a minimum, shall be responsible for the following:

1. Ensuring required background screenings are completed for all staff with access to confidential records.
2. Managing user accounts within information systems.
3. Managing an effective security training program to ensure staff receives initial security training, annual security refresher training and ongoing security awareness.
4. Conducting semi-annual information systems access reviews and providing results to the DEO Internal Security Unit (ISU) at Internal.Security@deo.myflorida.com. The ISU will provide guidance and direction in conducting the review.
5. Maintaining DEO Security Agreement Forms and confidentiality agreements for all users and providing copies to DEO upon request.
6. Implementing and maintaining the information technology polices, protocols, standards, and procedures required by the Board to comply with DEO Policy 5.50, Information Technology Roles and Responsibilities Policy.

C. The Boards will ensure that security officers, staff, Department employees, participating partners as defined in 20 CFR Part 662, contractors, subcontractors, and any subsequent subcontractors and their employees or agents granted access to confidential data agree to maintain the confidentiality of employer, employee, claimant and participant identity and all related information pursuant to State and Federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law or a

lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603 and section 443.1715(1) F.S. The Board must be aware and make employees and contractors aware that information related to the receipt of reemployment benefits or public assistance, including all personally identifying information is protected by law. The Executive Director of each Board must sign this "Non-Disclosure and Confidentiality Certification" statement and return the agreement to DEO, Office of One-Stop and Program Support. In addition, employees of DEO, One-Stop centers, RWBs and their contractors, subcontractors, or agents granted access to electronic data systems used in the delivery of One-Stop services must sign confidentiality access agreements required for systems access privileges.

D. The Board will ensure that security officers, staff, participating partners, contractors, subcontractors, and any subsequent subcontractors and their employees or agents are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official public business. The Board will assign to the workforce systems only Board and Department staff, contractor, subcontractor and subsequent subcontractor employees or agents who have been properly trained and understand and acknowledge confidentiality requirements.

E. The Board will require security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees or agents who have access to confidential information, to sign and comply with an "Individual Non-Disclosure and Confidentiality Certification Form," attached, and any system access security agreements required for system access privileges. The Board shall maintain these certifications/agreements on file subject to inspection by the Department or its designated representatives. The Board is responsible for ensuring that the Department is notified when employees who are terminated or are no longer in need of system access to enable the Department to terminate the access and thereby protect the security of the systems and the data. At a minimum, email termination notices should be sent to the Department's Internal Security Unit at Internal.Security@deo.myflorida.com and identifies the name of the individuals terminated, dates of termination, and what systems the individuals had access to. Other actions may be required (e.g. completion of access termination forms) as determined by the Department. The Security Officer should maintain a current list of all users and make the list available to the Department or its designated representatives.

F. The Board will advise security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees or agents they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws.

G. The Board shall permit the DEO to make on-site inspections of records relevant to this Agreement to ensure that the requirement of state and federal law and regulation are being met. Such inspection may take place with or without notice during normal business hours. The Board shall maintain a system sufficient to permit any audit by the DEO or its agents of its compliance

with this Agreement and with the requirements of Section 443.1715(1), F.S., and 20 CFR Part 603. Logs relevant to such audits activities shall be retained for a minimum of one year.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files and other electronic media such as magnetic tapes, discs, thumb drives, laptops, and letters or other materials made, copied or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with Federal, State, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. The Board, Board staff, Department employees, contractors, subcontractors and their employees or agents may obtain access to information that is otherwise confidential after receiving training and executing the required confidentiality agreements. However, that access does not alter the confidential nature of the information. It is incumbent upon the Board, Board staff, Department staff, contractors, subcontractors, subsequent subcontractors and their employees or agents to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this agreement shall be processed according to the Board's records management procedures and follow the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as Department Policies 1.02, Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests located on the DEO Intranet.

V. Indemnity:

The Board is an independent contractor and shall carry out, exercise and execute its duties under this agreement as an independent contractor. In discharging said duties and responsibilities, the Board shall exercise due and responsible care and shall comply with all assurances contained herein. To the extent allowed by law, the Board agrees to defend, indemnify, and hold the Department, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of the Board's negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

A. This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty days of written notice by either party. The Department reserves the right to cancel immediately should funds become unavailable

to continue the Agreement. The availability of funds shall be solely determined by the Department.

B. If the Department, in its sole discretion, determines that the Board has failed to comply with any provision of this Agreement, the Department may immediately terminate or suspend the Department's participation in the Agreement until the Department is satisfied that corrective action has been taken. If the Department suspends the Department's participation in the Agreement for corrective action, and the Department, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, it may terminate the Board's participation in the Agreement.

C. If this Agreement is terminated pursuant to this section, the Department and/or WFI will take appropriate action to ensure that workforce services are not interrupted. Termination of this Agreement may impact the Board's ability to perform under the Grantee-Subgrantee Agreement, and may result in further action being taken by the Department or WFI.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURE

Regional Workforce Board: 19
Heartland Workforce

By*: 
Name David B. Royal
Title Board Chair

Date: 10-17-12

*The signatory should either be the Regional Workforce Board's Chairperson or the Executive Director if such authority has been authorized by the Board

EXHIBIT "C"

ANNUAL CERTIFICATION OF REGIONAL WORKFORCE BOARD

Mr. David Royal, _____ Chair and Mr. Roger Hood, _____

Executive Director, on behalf of the Heartland Workforce, Regional Workforce Board, Region # 19, certify that the Board's Local Plan on file with Workforce Florida, Inc is current. Additionally, all certifications and assurances on file with the Plan are current. This certification is incorporated and made a part of the Grantee - Subgrantee Agreement which the Board has executed and agreed to on [Insert Date] 10/17/12.

By: [Signature]
Mr. David Royal
Board Chair

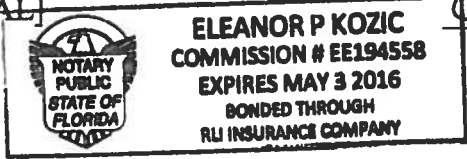
By: [Signature]
Mr. Roger Hood
~~Executive Director~~
President/CEO

State of FLORIDA

County of [Insert County] HIGHLANDS

The foregoing instrument was acknowledged before me this 17th day of October, 2012 by _____.

[NOTARY SEAL]



[Signature]

Personally Known OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT "D"

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (DEO) to the recipient may be subject to audits and/or monitoring by the DEO as described in this Exhibit.

MONITORING

In addition to reviews of audits conducted in accordance with Office of Management and Budget (OMB) Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), the DEO may conduct or arrange for monitoring of activities of the recipient. Such monitoring activities may include on-site visits by the DEO staff or contracted consultants. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the DEO. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

Workforce Florida, Inc. (WFI) and DEO have established special guidelines concerning audit quality as guidance for Regional Workforce Boards (RWBs). This guidance is specified in the Final Guidance FG 05-019, Audit and Audit Resolution Responsibilities. The link to the guidance is:

[http://www.floridajobs.org/PDG/guidance papers/019AuditAndAuditResolRev081805_071307.pdf](http://www.floridajobs.org/PDG/guidance%20papers/019AuditAndAuditResolRev081805_071307.pdf).

PART I: FEDERALLY FUNDED

1. This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
2. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
3. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

4. Such audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with the DEO shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the DEO shall be fully disclosed in the audit report with reference to the DEO contract involved. Additionally, the results from DEO's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

5. If not otherwise disclosed as required by Section 310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the DEO contract or grant in effect during the audit period.

6. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

7. Although OMB Circular A-133 exempts commercial (for-profit) organizations from single audit requirements, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend more than \$500,000 or more in Federal awards must comply with Federal awards guidelines. Additionally, for-profit entities may be subject to certain specific audit requirements of individual Federal grantor agencies. For example, according to 20 Code of Federal Regulations (CFR) Part 667.200 (b)(2)(ii) of the Federal Regulations for WIA, Commercial organizations which are subrecipients under Workforce Investment Act (WIA) Title I that meet the expenditure threshold must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit. In addition, Federal funding provided by the U.S. Department of Health and Human Services requires compliance with Circular A-133 or a financial related audit in accordance with government auditing standards if the organization meets the expenditure threshold. See 45 CFR, Part 74.26 for further details.

A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

1. This part is applicable if the recipient is a non-state entity as defined by Section 215.97, F.S. (the Florida Single Audit Act).

2. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida

Statutes (F.S.); applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

3. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. In accordance with the Final Guidance FG 05-019, auditors are required to test the RWB's monthly reconciliation of its financial records to the expenditures reported by the auditee in the One Stop Management Information System (OSMIS) maintained by DEO. The Auditors' test results should be reported according to Final Guidance FG 05-019.

5. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this exhibit Agreement shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated:

- A. Department of Economic Opportunity
Inspector General
MSC #130, Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545
The copy submitted to the Inspector General should be a hard copy.

Department of Economic Opportunity
Financial Monitoring Accountability (FMA)

The copy should be submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com.

B. Workforce Florida, Inc
Finance and Administration Council Chairperson
1580 Waldo Palmer Lane, Suite 1
Tallahassee, FL 32308

The copy submitted to Workforce Florida should be a hard copy.

C. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised) should be submitted to the Federal Audit Clearinghouse:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

D. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320(d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to the DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by Part II, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

A. Department of Economic Opportunity
Inspector General
MSC #130, Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

The copy submitted to the Inspector General should be a hard copy.

Department of Economic Opportunity Financial Monitoring and Accountability
(FMA)

The copy should be submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com.

B. Workforce Florida, Inc
Finance and Administration Council Chairperson
1580 Waldo Palmer Lane, Suite 1
Tallahassee, FL 32308

The copy submitted to Workforce Florida should be a hard copy.

C. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

4. Any reports, management letter, or other information required to be submitted to the DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to the DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/sub recipient in correspondence accompanying the reporting package.

PART IV: OTHER INSTRUCTIONS

AUDITOR WORKPAPERS ON INTERNAL CONTROLS

The RWB will obtain the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The RWB will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The RWB further agrees that upon request DEO will also be provided other audit work papers as needed.

EXHIBIT "E"

ADMINISTRATIVE PROCEDURES AND PROCESS CERTIFICATION

Heartland Workforce

Mr. David Royal, _____ Chair and Mr. Roger Hood, _____

Executive Director, on behalf of the Heartland Workforce, Regional Workforce Board, Region # 19, certify that the written administrative procedures and processes listed in the attached document are in place. These represent the minimum required procedures and fiscal controls for managing and operating the Workforce Investment Act (WIA), Wagner-Peyser, Trade Adjustment Assistance, Welfare Transition, Supplemental Nutrition Assistance Program and other programs for which the Regional Workforce Board/administrative entity receives funds from the Department of Economic Opportunity or from Workforce Florida Inc.

This certification is incorporated and made a part of the Grantee - Subgrantee Agreement which the Board has executed and agreed to on [Insert Date] 10/17/12.

David Royal

Mr. David Royal
Board Chair

Roger Hood

Mr. Roger Hood
~~Executive Director~~
President/CEO

State of FLORIDA

County of [Insert County] HIGHLANDS

The foregoing instrument was acknowledged before me this 17th day of OCTOBER 20 12 by _____.

[NOTARY SEAL]



Eleanor P. Kozic

Personally Known OR Produced Identification _____

Type of Identification Produced: _____

ATTACHMENT TO EXHIBIT "E"

Administrative Procedures and Process Certification

The following administrative processes and procedures are the minimum required to be in place so that the RWBs are in compliance with federal and state laws, applicable Office of Management and Budget (OMB) Circulars and guidance and instructions from the Department of Economic Opportunity (Department or DEO) and/or Workforce Florida, Inc. (WFI). The list is not intended to be an indication of the adequacy of the procedures and processes in place. Governmental Agencies must follow the administrative requirements codified by the United States Department of Labor (USDOL) at 29 Code of Federal Regulations (CFR) Part 97 and non-profit organizations and educational institutions must follow the administrative requirements codified by USDOL at 29 CFR Part 95. These rules also require that the cost principles codified at 2 CFR Part 220 (OMB Circular A-21) or, 2 CFR Part 225 (OMB Circular A-87) or, 2 CFR Part 230 (OMB Circular A-122) (as applicable) must be followed.

I. Financial Management Systems

Both 29 CFR 97.20(b) and 95.21(b) establish a set of seven standards that must be included in financial management systems of grantees and subgrantees.

1. Financial Reporting – Accurate, current and complete disclosure of the financial results of grant activities must be made in accordance with reporting requirements;
2. Accounting Records – All grantees must keep records to adequately identify grant funds;
3. Internal Control – Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property and other assets;
4. Budget Control – Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant;
5. Allowable Costs – Applicable OMB cost principles, grant regulations and terms of all grant and subgrant agreements and guidance must be followed in determining the reasonableness, allowability and allocability of costs;
6. Source Documentation – Accounting records must be supported by source documentation such as canceled checks, invoices, purchase orders, paid bills, payroll, time and attendance records, contract and subgrant documents, tax records, etc;
7. Cash Management – Procedures for minimizing the time elapsing between the transfer of funds from DEO and disbursement by grantees must be followed;

II. Cost allocation and Shared costs

WIA regulations require that each partner contribute a fair share of the operating costs of a One-stop system proportionate to the use of the system by customers who are attributable to the partner's program (20 CFR 662.270). In addition to one-stop shared costs, the RWB must have a cost allocation plan that demonstrates how costs that benefit more than one grant program are allocated on the basis of benefits received by each funding source or grant.

(2 CFR Part 220 (OMB Circular A-21), or, 2 CFR Part 225 (OMB Circular A-87) or, 2 CFR Part 230 (OMB Circular A-122)).

III. Procurement

Both 29 CFR Part 97 and 29 CFR Part 95 establish standards for use by recipients and subrecipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal statutes and executive orders. Grantees and subgrantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in that section.

Grantees and subgrantees must maintain written procedures that, at a minimum, address the following standards:

- A contract administration system that ensures contractors perform in accordance with the requirements of any awards;
- A written code of conduct for employees which address conflict of interest provisions;
- A review of prospective procurement to avoid unnecessary duplication;
- A process that promotes the use of intergovernmental agreements for procurement or use of common goods and services;
- A process to ensure only responsible contractors are awarded contracts;
- Documentation of each significant step in the procurement process;
- A settlement process;
- Protest procedures;

Additionally, contracts must contain clauses set forth in 29 CFR 97.36(i) or 29 CFR 95.48 and Part 95, Appendix A, as appropriate.

The RWBs also must follow the specific procurement requirements in Chapter 445, Florida Statutes, and the competitive processes required for WIA Title I programs and Youth programs, as well as Welfare Transition program components. If a fixed-price agreement with a governmental or nonprofit agency results in revenues in excess of actual costs incurred, the excess revenues are considered to be program income (20 CFR 667.200(a)(6)). Additionally, all contracts using WIA funding between a RWB and units of government must be cost reimbursement. (20 CFR 667.200(a)(3)).

IV. Property Management

RWBs are required to have processes and procedures in place to acquire, manage and dispose of property acquired with grant funds in accordance with 29 CFR 97.31 through 97.33 or 29 CFR 95.31 through 95.37 and guidance issued by the Department. RWBs must meet the following minimum equipment management standards:

- Property records must be maintained;
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
- A control system must be developed to ensure adequate safeguards to prevent loss;
- Adequate maintenance procedures must be developed to keep the property in good condition;
- Property disposal procedures including sales procedures to ensure the highest possible return for equipment that is sold;

In addition, the Board will complete and submit Internal Control Compliance Program (ICCP) reports to the Department. These reports are to be filed quarterly by the 15th of the month following the end of each quarter in an electronic format to Tony B. Lloyd, Chief Financial Officer at Tony.Lloyd@deo.myflorida.com.

V. Records Management and Confidentiality

RWBs are required to have processes and procedures in place to manage, retain and properly dispose of program and financial records in accordance with USDOL grant records management requirements at 29 CFR 95.53 and 97.42, Chapter 119, Florida Statutes, the General Records Schedule GS1-SL for State and Local Government Agencies, as applicable, as well as specific program related requirements such as 45 CFR 92.42, TANF specific: TANF-ACF-PI-2003-1; sections 404(e) and 409(a)(7) of the Social Security Act (Act) and the Supplemental Nutrition Assistance Program (SNAP) - 7 CFR 272.1(f).

RWBs are further required to have process processes and procedures in place to protect the confidentiality of records as detailed in federal and state law, as well as Department Policy 1.02-Confidentiality of Records. At a minimum, these processes must address the following:

- **Medical Records & Disability-Related Information:**

Medical records and disability-related information on applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment must be stored in a manner that ensures confidentiality, and must be used only for the purposes of record keeping and reporting; determining eligibility, where appropriate, for WIA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIA Title I-financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law. (29 CFR 37.37)

This information must be maintained on separate forms, stored separately from all other information about a particular individual, and treated as confidential medical records. Access to disability-related or medical information must be limited.

- (i) Supervisors and managers may be informed regarding restrictions on the work or duties of an employee or participant and regarding necessary accommodations.
- (ii) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or evacuation; and

(iii) Government officials investigating compliance with Federal law must be provided information on request.

- **Demographic Data in WIA Title I-Financially Assisted Programs:**

Pursuant to 29 CFR 37.37(b) (2)and (c), demographic data (race/ethnicity, sex, age, and where known, disability status) for applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment must be stored in a manner that ensures confidentiality. The data must be used only for the purposes of record keeping and reporting; determining eligibility, where appropriate, for WIA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIA Title I-financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law. The data will be used for statistical purposes only and will not be used in any manner which reveals the identity of the individual.

- **Confidentiality and Security of Records**

RWBs must not release confidential information unless specifically authorized by law. The Boards must maintain a system of review of public records requests and subpoena requests. Guidance is provided in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as Department policies 1.02, Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests, located on the DEO Intranet.

This attachment is intended to provide guidance to some specific state and federal confidentiality and program related statutes such as:

- Public Records: Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes
- The Privacy Act: 5 USC 552a
- Social Security Numbers: 119.0721 F.S. and 5 USCA 552a
- TANF: 45 CFR 205-50; 414.295 F.S.
- WIA: 29 CFR Part 37, 29 USC 2101section 85, 29 USCA 2801; 29 USC 2935(a)(4)(B)
- NFTA/TAA and TAA: 20 CFR 617.57 (b)
- Re-employment service records: 443.1715 F.S., 445.010 (2) F.S.
- Displaced Homemakers: 446.52 F.S.
- WARN: 29 USC 2102-2109
- FSET: 7 CFR 272.1 (c)
- Job Corps: 20 CFR 670.965, 29 CFR Part 70, 29 CFR Part 71
- LMI: 443.1715 F.S., 445.010(2) F.S.; USDOL Commissioner's Order 3-04
- Migrant Seasonal Farmworker: 20 CFR 653.110 (d)
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14; 381.004(3)(e) and (6)(c) F.S.
- Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h: 34 CFR Part 99.

RWBs must have a system in place to ensure that employees, contractors, subcontractors, partners and their agents or employees who may receive confidential information are trained and advised of procedures to secure the release of information by way of non-disclosure agreements or other methods.

VI. Grievance Procedures

RWBs must have a grievance process and procedure in place that allows for participants, subgrantees, subcontractors, and other interested persons to file a grievance or complaint in accordance with 20 CFR 667.600 and Rule 73B-1 , Florida Administrative Code.

VII. Oversight and Monitoring and Resolution Process

RWBs must conduct monitoring of subrecipients of grant funds and utilize an audit resolution, debt collection and appeal process to resolve any findings resulting from monitoring or auditing in accordance with 20 CFR 667.400 through 667.500 and in accordance with OMB Circular A-133.

VIII. Equal Opportunity Procedures

RWBs must have processes and procedures in place to ensure compliance with the State's Method of Administration, which implement federal nondiscrimination regulations. In accordance with 29 CFR Part 37, the following 9 elements of compliance must be addressed:

- Equal Opportunity Officer Designation
- Notice and Communication
- Assurances
- Universal Access
- Compliance with Section 504 of the Rehabilitation Act of 1973
- Data and Information Collection and Maintenance
- Monitoring System
- Complaint Processing Procedures
- Corrective Actions and Sanctions

IX. Prior Approval Procedures

RWBs are required to have processes and procedures in place regarding compliance with prior approval procedures in accordance with DEO Final Guidance FG 05-046.

X. Sarbanes-Oxley Act of 2002 – Requirements for all Entities

RWBs are required to have processes and procedures in place regarding compliance with two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are referenced as follows:

- It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).
- It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XI. Staffing Changes

The RWB shall notify the Department as soon as possible, but no less than within five business days, of any changes in key personnel positions for the organization.

XII Supplemental Audit Instructions – Work papers on RWB Internal Controls

Each RWB's auditor is required to provide the RWB with a copy of the internal control testing work papers from the annual independent financial statement audit for retention in the RWB's financial records. For further instructions, please refer to Part III, "Other Instructions" of Exhibit "D" Audit Requirements.

XIII Compliance and Reporting on Internal Controls

The RWB is required to perform a self-assessment of internal controls by completing the Department's annual Internal Control Questionnaire (ICQ) Form. The form will be provided in electronic format each year to the RWB. The RWB will provide a copy of the completed annual ICQ Form to the Department, through the email address RWB-FMA@deo.myflorida.com by September 30 of each year unless other instructions are provided by the Department in writing.

The annual ICQ Form will help the RWB to document the primary objectives of internal controls pertaining to compliance requirements for federal programs are met (OMB A-133 section 105):

- Transactions are properly recorded and accounted for;
- Transactions are executed in compliance with laws, regulations and contract provisions; and,
- Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.

In addition, the Board will complete and submit Internal Control Compliance Program (ICCP) reports to the Department. These reports are to be filed quarterly by the 15th of the month following the end of each quarter in an electronic format to Tony B. Lloyd, Chief Financial Officer at Tony.Lloyd@deo.myflorida.com.

XIV. Travel and Per Diem

All travel related costs incurred by RWB employees, Board members, agents or subcontractors, which is funded by state or federal funds passed through to the Board, shall comply with the travel guidelines contained in Section 112.061, Florida Statutes.

XV. Insurance Coverage for Errors and Omissions

The RWB shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Agreement and any renewal(s) or extensions(s) of it. By execution of the Agreement, the Board accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the RWB and the clients to be served under the Agreement.

The RWB shall maintain errors and omissions insurance on its Board members.

XVI. ETA Salary and Bonus Cap

Section 7013 of Public Law 109-234 limits salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration (ETA). None of the funds available for expenditures on or after the date of enactment of the section (June 15, 2006) shall be used by a recipients or subrecipient of such funds to pay the salary and bonuses of an individual either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall apply to funds provided by contract, grant, or interagency agreement, but shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

Annually RWBs receiving ETA funding from DEO must certify to DEO that a review is performed to ensure that amounts over the cap are not charged to ETA-funded activities. The Board should annually, but no later than April 1, perform a review of their subrecipients to ensure that the salary and bonus cap is not exceeded for any of the funds they passed through. Documentation of that review and any refunds or adjusting entries made should be maintained by the Regional Workforce Board and made available for review, as requested.

XVII. Lobbying

Funds awarded under the Grantee-Subgrantee Agreement may not be used for lobbying purposes pursuant to state and federal law, including but not limited to, Section 216.347, Florida Statutes, and OMB Circulars A-87 and A-122. (2 CFR 225 and 2 CFR 230).

XVIII. Payment of Interest Earned on Program Funds

Unless otherwise authorized by the Department, the RWB shall invest the funds received under the Grantee-Subgrantee Agreement in secure interest-bearing accounts and earn interest on the invested funds in accordance with 29 CFR 97.21 and 29 CFR 95.22.

XIX. Conflict of Interest in Contracting

RWBs shall comply with the requirements of Section 445.007(11), Florida Statutes, and WFI's Contracting Policy before contracting with a member of the Board. Such contracts shall not be executed before or without the approval of WFI. Such contracts, as well as documentation demonstrating adherence to this section as specified by WFI, must be submitted to the Department for review and recommendation according to WFI's Contracting Policy.

EXHIBIT "F"
CERTIFICATIONS AND ASSURANCES
BY
HEARTLAND WORKFORCE

The Department of Economic Opportunity (Department or DEO) will not award federal workforce funds where the Regional Workforce Board (Board or RWB) has failed to complete the **ASSURANCES AND CERTIFICATIONS** contained in this attachment. In performing its responsibilities under the Grantee-Subgrantee Agreement (Agreement), the RWB provides the following certifications and assurances:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- F. Certification Regarding Environmental Tobacco-Smoke**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)**
- H. Scrutinized Companies Lists Certification (Section 287.135, F.S.)**

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Department.

As the duly authorized representative of the RWB, I certify that the Board;

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title

VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.

3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The Board certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;
2. Have not within a three-year period preceding the Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The Board certifies, to the best of its knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Board, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the RWBs’ workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace;

- b. The policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph D.1. of this certification.
 4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 5. Notifying the Department in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department's intranet site, should be completed and submitted to the following address:

Office of the Inspector General
 Department of Economic Opportunity
 MSC# 130, Caldwell Building
 107 East Madison Street
 Tallahassee, Florida 32399-4126

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition of the Grantee-Subgrantee Agreement the Board assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, 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 WIA Title I B financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

The Board also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Board's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Board makes to carry out the WIA Title I – financially assisted program or activity. The Board understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

F. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

As a condition of the Grantee-Subgrantee Agreement the Board assures that it will comply fully with the certification regarding environmental tobacco-smoke.

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Agreement, the 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 Appropriations Act, 2011, Sections 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. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

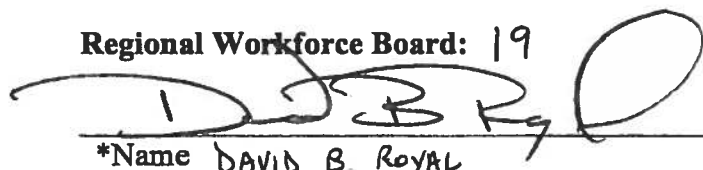
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients and contractors shall provide this assurance accordingly.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

This provision may be applicable to those boards that are affiliated with county government. Please consult your legal counsel for that determination.

If a board that is affiliated with a local governmental entity enters into a contract in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the board will obtain a certification that the contractor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or meets the conditions for exemption as provided in section 287.135(4), F.S. Both lists are created pursuant to section 215.473, F.S.

By signing below, the Board certifies and assures that it will fully comply with the applicable assurances outlined in parts A through H, above.

Regional Workforce Board: 19


*Name DAVID B. ROYAL
Title Board Chair

Date 10/17/12

*The signatory should either be the Regional Workforce Board's Chairperson or the Executive Director if such authority has been delegated by the Board

ATTACHMENT 6
IFAs

Required One-stop Partners

Partner	Organization	MOU (Y=yes, N = No	IFA (Y=yes, N = No	Comments
WIOA programs	CSH			Nothing needed- funding and sub- agreement through DEO
Wagner-Peyser	CSH			Nothing needed- funding and sub- agreement through DEO
Adult Education & Literacy	South Florida State College	Y	Y	
Title I of Rehabilitation Act	Division of Vocational Rehabilitation	Y	N	IFA still in negotiation process
Title I of Rehabilitation Act	Division of Blind Services	Y	N	IFA still in negotiation process
Title V of Older Americans Act	SCSEP- AARP Foundation	Y	Y	Resource Sharing Agreement (IFA)
Carl D Perkins & Career & Technical Education Act	South Florida State College	Y	Y	Incorporated into Adult Education and Literacy doc.
Title II of Trade Act	CSH			Nothing needed- funding and sub- agreement through DEO
Chapter 41 of Title 38 USC-Veterans	CSH			Nothing needed- funding and sub- agreement through DEO

Required One-stop Partners, continued

Community Svcs Block Grant	Agricultural & Labor Program, Inc.	Y	Y	
Employment & Training - HUD				Not available locally, nothing needed- HUD refers people to CSH for these services
State Unemployment Compensation				Nothing needed- funding and sub-agreement through DEO
Section 212- Second Change Act				Not available locally, nothing needed
Title IV Social Security Act- TANF				Nothing needed- funding and sub-agreement through DEO

The above table represents the status of the Memoranda of Understanding and Infrastructure Funding Agreements established by CareerSource Heartland and our partners, pertaining to the roles and responsibilities of required one-stop partners in the delivery of services as per guidance issued through the Workforce Innovation and Opportunity Act.

CareerSource Heartland - Highlands Center

Full-Time Equivalent (FTE) One Stop Costs

Partner Program	# of Staff	Weekly Staff Hours	# of FTE's	% of FTEs	Annual FTE Cost	Infrastructure Costs	Shared Services	Career Services
WIOA Adult DLW Youth	4	140	3.5	27.98%	129,247.67	79,419.09	24,579.79	25,248.79
Welfare Transition	3	80	2	15.99%	73,855.81	45,382.34	14,045.59	14,427.88
SNAP	1	20	0.5	4.00%	18,463.95	11,345.58	3,511.40	3,606.97
TAA	1	0.25	0.00625	0.05%	230.80	141.82	43.89	45.09
Wagner Peyser	2	60	1.5	11.99%	55,391.86	34,036.75	10,534.19	10,820.91
UC	1	20	0.5	4.00%	18,463.95	11,345.58	3,511.40	3,606.97
Veterans Program	2	80	2	15.99%	73,855.81	45,382.34	14,045.59	14,427.88
Migrant Seasonal Farmworker	1	40	1	8.00%	36,927.91	22,691.17	7,022.80	7,213.94
Senior Community Service Employment Program/AARP	1	18	0.45	3.60%	16,617.56	10,211.03	3,160.26	3,246.27
Florida Division of Blind Services	1	0.4	0.01	0.08%	369.28	226.91	70.23	72.14
Florida Division of Vocational Rehabilitation	8	25.6	0.64	5.12%	23,633.86	14,522.35	4,494.59	4,616.92
Community Services Block Grant/Agriculture and Labor Program, Inc. (ALPI)	1	0.5	0.1	0.80%	3,692.79	2,269.12	702.28	721.39
Career and Technical Education/South Florida State College	1	4.22	0.1055	0.84%	3,895.89	2,393.92	740.91	761.07
Title II Adult Education and Literacy/South Florida State College	3	7.8	0.195	1.56%	7,200.94	4,424.78	1,369.45	1,406.72
Total	30	496.77	12.50675		461,848.09	283,792.78	87,832.36	90,222.95

CareerSource Heartland - Highlands Center

One-Stop Infrastructure Analysis

Cost Category	GL	Cost Item	
Infrastructure Costs	Rent	Facility rent	204,000.00
Infrastructure Costs	Utilities	Water, electric	13,755.20
Infrastructure Costs	Telephone	Telephone / Voicemail	6,558.84
Infrastructure Costs	Insurance	Insurance	8,263.21
Infrastructure Costs	Computer/Phone Network	Data connectivity	4,257.83
Infrastructure Costs	Computer Supplies	Computer supplies	3,531.13
Infrastructure Costs	Equipment Lease	Copiers/Postage meter	6,515.19
Infrastructure Costs	Building Repairs/Janitorial Supplies	Building Maintenance/Janitorial Supplies	4,493.36
Infrastructure Costs	Salaries and Benefits	Facilities Maintenance/Janitorial	32,418.02
Shared Services	Software and Licenses	Computer software	5,646.03
Shared Services	Salaries and Benefits	IT Support	25,851.00
Shared Services	Salaries and Benefits	Center Manager	56,335.33
Career Services	Salaries and Benefits	Resource Room Staff (2)	64,516.32
Career Services	Salaries and Benefits	Front Desk Staff (2 P/T)	25,706.63
Total			461,848.09

Infrastructure Costs	283,792.78
Shared Services	87,832.36
Career Services	90,222.95
Total	461,848.09

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Adult Education and Literacy Services
and Career and Technical Education Programs
under the Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between South Florida State College (hereinafter SFSC), and CareerSource Heartland (hereinafter CSH or “the Workforce Board”), for the delivery of adult education and literacy services and career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 provided pursuant to H.R. 83/ Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in a memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, SFSC is committed to encouraging the free exchange of ideas in an environment that embraces honesty, fairness, personal responsibility, and ethical leadership; seeking opportunities to enhance achievement and success in local and world communities; embracing cultural diversity, inclusiveness, collaboration, mutual respect, responsive and productive partnerships, and the sharing of resources; providing opportunities for students and staff to succeed in a highly competitive environment so that they can become effective lifelong learners; and providing high-quality, innovative, and flexible teaching and learning opportunities in a learning-centered environment; and

WHEREAS, CSH is committed to: facilitating cooperation throughout its four-county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent-development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that both adult education and literacy services and career and technical education programs are critical components of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from adult education and literacy services and career and technical education programs can be expeditiously served using a shared referral/placement concept through the local one-stop delivery system.

NOW, THEREFORE, SFSC and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by SFSC and CSH to provide such services in a coordinated, seamless, and customer-friendly manner.

I. SFSC will:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between SFSC and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the one-stop service delivery system.
- C. Provide adult education and literacy services to eligible customers, including, General Educational Diploma and English for Speakers of Other Languages options to:
 - 1. assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. assist adults who are parents or family members to obtain the education and skills that
 - a. are necessary to becoming full partners in the educational development of their children; and
 - b. lead to sustainable improvements in the economic opportunities for their family;
 - 3. assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, and through career pathways; and
 - 4. assist immigrants and other individuals who are English language learners in improving their:
 - a. reading, writing, speaking, and comprehension skills in English; and
 - b. mathematical skills.
- D. Provide career and technical educational programs in a variety of different disciplines in both college credit and degree programs. Many of these programs include career pathways to help students obtain stackable credentials enroute to earning a degree.
- E. Provide assistive technology and devices to enable individuals with various disabilities to benefit from available educational opportunities.
- F. Provide services and tutoring, as appropriate, through face-to-face and online options.
- G. Provide integrated adult education and literacy activities concurrently with career and technical education workforce preparation and training, as appropriate.
- H. Refer job seekers to CSH.
- I. Satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

II. CSH will:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between SFSC and CSH so that services will be delivered in a seamless manner.

- B. Be familiar with the array of services provided by the both SFSC's adult education and literacy and career and technical education programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 - 1. Resource room with online access to career and employment websites and "how-to" library of career-related resources;
 - 2. General assessment, and career guidance;
 - 3. Job readiness workshops;
 - 4. Assistance with resume development and interview skills;
 - 5. Referrals to jobs matching personal qualifications;
 - 6. Job placement assistance;
 - 7. Provision of labor market information;
 - 8. Provision of information on available training programs; and
 - 9. Funding for traditional or work-based training.
- D. Refer potential students to SFSC.

III. CSH and SFSC will:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations.
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Use technology wherever possible to enhance service delivery.

IV. Cost Sharing/Resource Sharing

A. SFSC will provide, at their cost:

1. Adult Education and Literacy Services:

- a. Infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;
- b. Assistive technology and equipment for individuals with disabilities;
- c. Software for online application, registration, literacy and numeracy skills development, and tutoring; and
- d. Telephonic connectivity to answer inquiries and assist with on-line application, registration, individual plan development, and literacy and numeracy skills development.

For adult education and literacy services, SFSC will provide in-kind services calculated at \$14,816.83. This includes \$2,176.53 for facility use, \$1,259.57 for online software use, and \$11,380.73 for employee costs.

Facility in-kind funding is calculated at \$17.82/nsf for the Adult Education office spaces and testing center, multiplied by the percentage of CareerSource Heartland use.

Adult Education:	\$1,259.62
Testing Center:	\$ 916.91

CSH Adult Education students will have access to coursework through subscription software provided by SFSC, which allows CSH referrals to participate online at the CSH site. The cost share for these students totals \$1,259.57.

Employee in-kind funds are calculated using salary plus benefits multiplied by percentage of CSH use. The in-kind for the Testing Center employees to schedule, administer, and process paperwork related to TABE tests is 1.53%, based on CSH use; for Adult Education office staff to handle inquiries and process all related paperwork is 15.40%; and for the SFSC Admissions Coordinator to process applications for CSH referrals is 2.6% of her annual time.

Testing Center Employees:	\$2,953.56
Adult Education Staffing:	\$7,239.39
Coordinator, Admissions:	\$1,187.78

2. Career and Technical Education Programs:

- a. Infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;
- b. Assistive technology and equipment for individuals with disabilities;
- c. Software for online applications and registration; and
- d. Telephonic connectivity to answer inquiries and assist with on-line applications, registration, and individual plan development.

For career and technical education programs, SFSC will provide in-kind services calculated at \$4,731.62. This includes \$729.63 for facility use and \$4,001.99 for employee costs.

Facility in-kind funding is calculated at \$17.82/nsf for the office and copying spaces used to process and administer Perkins Funds for career and technical education programs which totals \$729.63.

Employee in-kind funding is calculated using salary plus benefits multiplied by percentage of time allocated to applying for and administering Perkins Funds for career and technical education programs. The in-kind for the time spent by the Administrative Assistant to the Dean, Applied Sciences and Technologies to develop, submit, administer, and process paperwork related to Perkins Funding for the career and technical education programs is 10.55% of her annual time which equates to \$4,001.99.

- B. CSH will provide: (as related to career and job search activities)
 - 1. Infrastructure such as a resource room, equipment and computers, and all related utility fees;
 - 2. Related assistive technology and equipment for individuals with disabilities;
 - 3. Software and materials for career search and job matching; and
 - 4. Computers and telephone access for customers to assure provision of electronic connectivity to SFSC for completion of applications, registrations, literacy and numeracy skills development, and receipt of tutoring.

V. Method of Referral

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, SFSC will refer all customers to CSH for work registration. As appropriate, CSH will refer potential students to SFSC. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

- A. CSH is the designated referral agent for WIOA, Welfare Transition (WT), and Trade Adjustment Act (TAA) programs, and acts as the referral agent for WIOA, WT, and/or TAA participants.
- B. STATEMENT OF WORK FOR ADULT EDUCATION AND LITERACY SERVICE AND CAREER AND TECHNICAL EDUCATION PROGRAM DELIVERY
 - 1. Eligible individuals referred by CSH for adult education and literacy and career and technical education program services shall be enrolled in the approved course(s) specified on the CSH voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the voucher.
 - 2. For individuals requiring a renewal of the CSH voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of SFSC.
 - 3. SFSC shall provide the training program(s) Adult Basic Education (ABE), General Education Diploma (GED), English for Speakers of Other Languages (ESOL), as well as a variety of career and technical education programs and shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
 - 4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH staff to determine the most appropriate course for each individual. Only those participants determined to be in need of education through this objective assessment will be referred to SFSC by CSH staff. SFSC is not authorized to enroll participants into additional training programs without prior written consent of CSH.

5. SFSC agrees that each individual referred for education will be evaluated for all financial aid eligibility normally available to SFSC students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges, and benefits available to the general student population of the SFSC. CSH will not pay out-of-state tuition rates for WIOA, WT, and/or TAA students. CSH staff will not knowingly refer an individual who is unable to verify residency. SFSC is under no obligation to accept a referral for an individual who is unable to verify residency.
6. SFSC agrees to notify the CSH Chief Programs Officer (CPO), in writing, of any financial aid provided to WIOA, WT, and/or TAA students. It is the responsibility of SFSC to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The voucher will specify the expenses that will be paid for by WIOA, WT, and/or TAA funds.
7. SFSC acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

C. FETPIP REPORTING

Effective July 1, 1999, SFSC must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. SFSC understands that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintain subsequent eligibility, SFSC is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

The required performance information for all students will be:

- | | |
|---|--|
| • Program completion rates | • Retention rates for completers at 6 months |
| • Percentage who obtained unsubsidized employment | • Wages for completers at 6 months |
| • Wages at placement in employment | • Rates of licensure, degree or certification attainment |
| • Percentage who completed the program | |

Signed compliance assurance required. See Exhibit A – FETPIP Reporting.

D. ADA COMPLIANCE

Agreements with CSH include assurance that SFSC’s facilities are ADA Compliant.

Signed compliance assurance required. See Exhibit B – ADA Compliance, indicating that accessibility to administrative and programmatic/training site(s) is within the required guidelines.

E. AGREEMENT PERIOD

This Agreement becomes effective when executed by the last party below, and will remain in force until June 30, 2021. This MOU shall be reviewed by SFSC and CSH not less than once every three-year period to

ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

F. PAYMENT AND DELIVERY OF ADULT EDUCATION AND LITERACY SERVICES

1. Tuition payments will be considered only for those individuals referred to SFSC by CSH staff as evidenced by a valid CSH voucher. Tuition or other payments will be made to SFSC only for those individuals approved by CSH who are enrolled in and receiving training.
2. SFSC shall forward to the CareerSource Heartland Administrative Office, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, the original signed voucher along with a written invoice for tuition/fees for eligible students. Invoices are payable to SFSC upon receipt in accordance with payment procedures listed below.
3. SFSC shall, in conformity with the general refund policies of SFSC, refund CSH such tuition/fees which are paid for individuals who enroll in and begin training but drop out of courses.
4. CSH shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. For customer vouchers, any changes in SFSC's tuition and fees must be submitted in writing with justification to CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, SFSC will provide CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to students referred by CSH in the same manner as SFSC's general student population. SFSC agrees not to accept a voucher that was transferred to any other student.
7. SFSC acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
8. Payment Procedure
 - a. SFSC is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for education services under this Agreement shall be based on SFSC's attached course description. SFSC will receive funds based on the information contained on the voucher and from the coordination of other funding sources available to the student. SFSC will not charge CSH referrals any fees outside the standard and agreed-upon rates.
 - b. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.

G. RECORDS

Upon request, SFSC shall provide to CSH* progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*refer to CSH Contact Information)

SFSC shall notify the appropriate CSH representative* within 5-10 days of participant's completion or termination/drop from a training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report. (*refer to CSH Contact Information)

H. ACCESS TO RECORD & MONITORING

SFSC shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida, Inc., or their designated representatives, any books, documents, papers, letters, records (including computer records) of SFSC as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts, and electronic document copies (scans or photocopies). This right includes timely and reasonable access to SFSC personnel for the purpose of interviews and discussions related to such documents.

I. AUDITS

If applicable, SFSC shall provide for an independent, certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB)/Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments.

J. ASSIGNMENTS AND SUBCONTRACTS

SFSC shall not subcontract, assign, or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSH, unless otherwise authorized by this Agreement. A written subcontract must be presented to CSH for consideration. In no case shall such consent relieve SFSC from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

K. TERMINATION FOR CONVENIENCE/DEFAULT

1. Either CSH or SFSC may terminate this Agreement for convenience when it is in the best interest of either party. CSH may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and SFSC will have thirty (30) days after the effective date to bill for payment. SFSC shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for participants in training.
2. Either CSH or SFSC may terminate this contract when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If SFSC fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the SFSC of such unsatisfactory performance in writing. SFSC will have ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies.

Upon failure to respond within the appointed time or with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within thirty (30) days of termination date.

SFSC shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under the Agreement.

L. AMENDMENTS/NOTIFICATIONS

CSH reserves the right to amend, modify, or extend this Agreement, with written acknowledgement of SFSC. Mandatory changes in regulations, policies, or law will be unilaterally amended by CSH and will be effective upon the receipt by SFSC of a written notice of change signed by the CSH President/CEO.

NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)

1. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing, signed by each of the parties to this Agreement.
2. All notices under this Agreement shall be given in writing to the parties at the following address:

South Florida State College Thomas Leitzel, Ph.D, President South Florida State College 600 West College Drive Avon Park, Florida 33825	CareerSource Heartland Donna Doubleday, President/CEO CareerSource Heartland 5901 US Hwy 27 S, Suite 1 Sebring, Florida 33870
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If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the person(s) or address(es) to which future notices are to be sent as provided by this paragraph.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

SOUTH FLORIDA STATE COLLEGE

CAREERSOURCE HEARTLAND



Thomas Leitzel, Ph.D
President

Donna Doubleday
President/CEO

3-30-18

2-28-18

Date

Date

Attachments to this document include:

Exhibit A – FETPIP Reporting

Exhibit B – ADA Compliance

Exhibit C – Standard Terms and Conditions

CSH Contact Information



**EXHIBIT A:
Statement of Acknowledgement - FETPIP**

Provider acknowledges that eligibility will be based on data reflecting favorable performance outcomes verified through Florida Education and Training Placement Information Program (FETPIP). FETPIP reporting is required for initial eligibility and to maintain subsequent eligibility.

At minimum, performance information for the most recent reporting period includes:

- The percentage of participants who completed the program
- The percentage of participants who obtained any unsubsidized employment
- The percentage of participants who obtained unsubsidized employment in an occupation related to the program conducted; and
- The wages at placement in unsubsidized employment for all completers.

By signing below, you certify that your school/institution does report to FETPIP, and understand that approval will be based on data reflecting favorable outcomes as reported in FETPIP.

South Florida State College

School Name

Thomas Leitzel, Ph.D

Name & Title of Authorized Official

Signature

3-30-18

Date



**EXHIBIT B:
ADA COMPLIANCE ASSURANCE
Facility Accessibility**

Agreements with CareerSource Heartland include assurance that the provider's facility is ADA Compliant. Please sign below, indicating that accessibility to your administrative and programmatic/training site(s) is within the required guidelines.

Provider assures compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 as amended (which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities), and Section 188 of the Workforce Innovation and Opportunity Act (WIOA), as required, regarding both employment and service delivery as they apply to workforce programs in Florida.

South Florida State College
School Name

Thomas Leitzel, Ph.D [Signature] 3-30-18
Name & Title of Authorized Official Signature Date



EXHIBIT C – STANDARD TERMS AND CONDITIONS

Roles and Responsibilities of Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the state UI agency (20 CFR part 603),
- All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the body of the MOU,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO for Local Workforce Development Area (LWDA) 19, CareerSource Heartland (CSH), shall be the designated Chair of the CSH Executive Board. In partnership with the CSH Local Workforce Development Board (LWDB) and other applicable partners within the planning region, the CEO will, at a minimum:

1. develop and submit a single LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners;
2. approve the LWDB budget and workforce center cost allocation plan;
3. approve the selection of the one-stop operator following the competitive procurement process; and
4. coordinate with the LWDB to oversee the operations of the LWDA CSH Center network.

CareerSource Heartland Local Workforce Development Board

The CSH LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources. The LWDB, in partnership and collaboration with the CEO and other applicable partners will, at a minimum:

1. develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the local plan and economy, including a description of the activities that shall be undertaken by partners;
2. develop the strategic regional vision, goals, objectives, and workforce-related policies; and
3. design and approve the CSH Center network structure, to include:
 - a) adequate, sufficient, and accessible one-stop center locations and facilities;
 - b) sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
 - c) a holistic system of supporting services; and
 - d) one or more competitively procured one-stop operators.
4. designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
5. determine the role and day-to-day duties of the one-stop operator;
6. approve annual budget allocations for operation of the CSH Center network;
7. help the one-stop operator recruit and negotiate MOUs with operational and new partners;
8. leverage additional funding for the CSH Center network to operate and expand one-stop customer activities and resources; and
9. review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities of LWDB staff include, at a minimum:

1. assist the CEO and the LWDB with the development and submission of a single regional plan;

2. support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
3. provide operational and grant-specific guidance to the one-stop operator;
4. investigate and resolve elevated customer complaints and grievance issues;
5. prepare regular reports and recommendations to the LWDB; and
6. oversee negotiations and maintenance of MOUs with one-stop partners.

One-Stop Operator

The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment; and
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

1. effective communication, information sharing, and collaboration;
2. joint planning, policy development, and system design processes;
3. commitment to the joint mission, vision, goals, strategies, and performance measures;
4. the design and use of common intake, assessment, referral, and case management processes;
5. the use of common and/or linked data management systems and data sharing methods, as appropriate;
6. leveraging of resources, including other public agency and non-profit organization services;
7. participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
8. participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Terms and Conditions

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policy-makers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once, as much as feasibly possible.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

1. customer PII will be properly secured in accordance with LWDB policies and procedures;
2. the collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws;
3. all confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
4. all personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
5. customer data may be shared with other programs, for those programs' purposes, within the CSH Center network only after the informed written consent of the individual has been obtained, where required;
6. customer data will be kept confidential, consistent with federal and state privacy laws and regulations; and
7. all data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable state and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.

Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared among the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment (reemployment) insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, partners agree to:

1. familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented;
2. develop materials summarizing their program requirements and making them available for partners and customers;
3. develop and utilize common intake, eligibility determination, assessment, and registration forms as much as possible;
4. provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
5. regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
6. commit to robust and ongoing communication required for an effective referral process; and
7. commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by CSH Centers and all partner agencies is essential to meeting the requirements and goals of the CSH Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, accessible location, and offer adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will make concerted efforts to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all CSH Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. As needed, an interpreter will be

provided in real time or within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the CSH Center network.

Outreach

The LWDB and its partners will work together to:

1. conduct outreach to recruit the area's aggregate workforce, including targeted efforts for populations most at-risk or most in need;
2. create sector strategies and career pathways; and
3. promote connections to registered apprenticeships.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA's Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately.

Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable state and federal laws or regulations governing the partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions.
6. The Executive Committee will provide a written response and dated summary of the proposed
7. resolution to all Parties to the MOU.
8. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The LWDB, or its designated staff, officials from the state and local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies, and those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by any of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

1. political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
2. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
3. the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize this partnership may consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of

the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable federal and state laws and regulations, and Local laws to the extent that they are not in conflict with state or federal requirements.



Attestation of Collaboration

March 30, 2018

Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV)

Attestation of Collaboration on Primary Program of Study for Project Year Seven (July 1, 2018 – June 30, 2019)

We agree to continue to collaborate on this primary Program of Study: Administrative Office Specialist submitted to meet Perkins funding requirements during the 2018-2019 project year in collaboration between DeSoto County School District, South Florida State College, and Donna Doubleday, business representative. We understand that this document will be incorporated into our agency's July 1, 2018 grant award.

Kathy Severson

Kathy Severson
The School District of DeSoto County
CTE Director

Date

4/16/2018

Erik Christensen

Erik Christensen
South Florida State College
Dean, Division of Applied Sciences & Technologies

Date

3.30.18

Donna Doubleday

Donna Doubleday
CareerSource Heartland
Advisory Committee Member

Date

3-30-18



Attestation of Collaboration

March 30, 2018

Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV)

**Attestation of Collaboration on Primary Program of Study for Project Year Seven
(July 1, 2018 – June 30, 2019)**

We agree to continue to collaborate on this primary Program of Study: **Administrative Office Specialist** submitted to meet Perkins funding requirements during the 2018-2019 project year in collaboration between **Highlands County** School District, **South Florida State College**, and **Donna Doubleday**, business representative. We understand that this document will be incorporated into our agency's July 1, 2018 grant award.

A handwritten signature in blue ink, appearing to read "Jessica Thayer", written over a horizontal line.

Jessica Thayer
Highlands County School Board
CTE Director, Secondary Education

3/30/18
Date

A handwritten signature in blue ink, appearing to read "Erik Christensen", written over a horizontal line.

Erik Christensen
South Florida State College
Dean, Division of Applied Sciences & Technologies

3-30-18
Date

A handwritten signature in blue ink, appearing to read "Donna Doubleday", written over a horizontal line.

Donna Doubleday
CareerSource Heartland
Advisory Committee Member

3-30-18
Date



Attestation of Collaboration

March 30, 2018


Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV)

**Attestation of Collaboration on Primary Program of Study for Project Year Seven
(July 1, 2018 – June 30, 2019)**


We agree to continue to collaborate on this primary Program of Study: **Administrative Office Specialist** submitted to meet Perkins funding requirements during the 2018-2019 project year in collaboration between **Hardee County School District, South Florida State College, and Donna Doubleday**, business representative. We understand that this document will be incorporated into our agency's July 1, 2018 grant award.




Meredith Durastanti
Hardee County School District
CTE Director



Date



Erik Christensen
South Florida State College
Dean, Division of Applied Sciences & Technologies



Date



Donna Doubleday
CareerSource Heartland
Advisory Committee Member



Date

2017-18 RESOURCE SHARING AGREEMENT

Between

**CAREERSOURCE HEARTLAND and the AARP FOUNDATION/
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM**

The AARP Foundation, Senior Community Service Employment Program (SCSEP), 1415 Commercial Park Drive, Lakeland, Florida, 33801, agrees to participate with CareerSource Heartland (CSH), 5901 US Hwy 27 S, Suite 1, Sebring, Florida, 33870, as a workforce services designated partner and to co-locate staff at CSH in Sebring.

Services provided by AARP Foundation/SCSEP (may include but not be limited to)

- Provision of a minimum of two (2) individuals participating on site at CSH valued at \$18,136.88 (\$8.10 per hour x 20 hours/week x 52 weeks ÷ \$644.44 benefits for each participant)
- Employment and training opportunities for eligible individuals age 55 and older
- Intake and eligibility assessment and determination
- Classroom training, work experience, on-the-job training and placement services
- Referrals to other agencies as appropriate
- Posting of open positions and provision of new hire information for each position
- Referral of earnest job seekers to CSH
- Communication of job development services, prior to hire of all program participants, to CSH to facilitate data entry into the Employ Florida Marketplace (EFM) system

In-kind services and resources provided by CSH (may include but not be limited to)

- Allocation of 250 square feet usage area work space for co-location of one SCSEP Employment Specialist, including ancillary services, valued at \$5,867.50 (\$23.47 x 250)
- Desk, chair, locking file cabinet
- Telephone for local access
- Computer and monitor. Printer and printer toner provided by AARP.
- Shared use of copier (partner to provide paper) and fax machine for local recipients
- Use of common areas such as break room, conference rooms, lobby area, etc.
- Allocation of 125 square feet usage for two participants including usage of shared common areas at \$5,867.50 (125 x \$23.47 x 2)
- Administrative support including design and implementation of training plans, verification of time sheets, etc. - valued at approx. \$5,607.68 annual (\$26.96 per 2 hours x 2 participants x 52 weeks)
- Referral of potential candidates to AARP Foundation/SCSEP

Total estimated value of AARP: \$18,136.88 (see Exhibit A)

Total estimated value of CSH: \$17,342.68 (see Exhibit B)

*Difference in values is reserved for anticipated participant absences as a compensating factor.

Term

This agreement shall begin on October 1, 2017 and end on September 30, 2018. Renewal is at the discretion of one or both parties, and shall be exercised within thirty (30) days prior to the expiration of the agreement. The agreement may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate the agreement, in writing, without cause, with a thirty (30) calendar day notification.

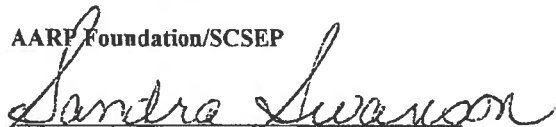
Certification

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participant(s) and maintenance of records, and other confidential information relating to CSH Center customers.

Standard Terms and Conditions (See Exhibit C)

By signatures affixed below, both parties specify their agreement:

AARP Foundation/SCSEP



Date 12/1/17

CareerSource Heartland



Date 12-20-17

EXHIBIT A

1. In-kind Contributions:

In-kind contributions can be used to offset shared cost obligations at a CareerSource Heartland (CSH) center. AARP Foundation/SCSEP, Inc. will provide the following in-kind contributions:

AARP Contribution	Dollar Value
Two (2) individuals to provide various forms of assistance in CSH centers, for the maximum number of hours available through the program, per person. Morning and afternoon coverage is required.	$\$8.10/\text{hr.} \times 20 \text{ hrs./week} \times 52 \text{ weeks}$ $+ \text{ benefits } (\$576.41) = \$9,068.44$ Total Value: \$18,136.88
<u>Minimum Standards</u> Individuals must be willing to learn computer skills, customer service skills, and general office procedures (filing, telephone etiquette, inter-personal skills, etc.)	

2. The In-Kind Contribution is in lieu of monetary compensation for one office to be used by one local AARP Foundation/SCSEP, Inc. supervisor, and covers usual and customary "operational" expenses such as rent, utilities, telephone service, network management, repairs & maintenance, equipment lease, insurances, and janitorial services, in addition to the accommodations identified on page one.
3. CSH understands that while the AARP Foundation/SCSEP will make every effort to dedicate two positions to CSH, there may be times this is contingent upon availability of suitable participants, funding vs enrollment levels, and priority of new enrollments.
4. Any request for additional office space needed, or additional staff to be housed at any CSH Center, must be approved by the CSH President/CEO, through coordination with the local CSH Center Branch Manager.
5. Both parties understand that failure to perform or meet the expectations identified in this agreement may result in alternate methods of payment for resource sharing, up to and including monetary compensation.

EXHIBIT B

2017/18 RESOURCE SHARING AGREEMENT ESTIMATED COSTS

Costs associated w/computer hardware, software & support, are included in square footage calculations.

Facility square footage costs

Facility	Rate	x Sq. Ft	Total
Highlands	\$ 23.47	250	\$ 5,867.50
Total CSH Facility Cost			\$ 5,867.50

Facility square footage costs for participants

Desk space & Common Areas, and including Shared Common (125 sq. ft. each)	Total	
125 x \$23.47	\$ 2,933.75	
125 x \$23.47	2,933.75	
Total Participant Facility Cost		\$5,867.50

Other Costs

Staff Supervision/Support	Rate	Hours/Wk.	X # Participants	X wks	Total
Total Center Manager					
Personnel Costs	\$ 26.96	2	2	52	\$ 5,607.68
Total Other Costs					\$ 5,607.68
Total CSH Costs					\$ 17,342.68

Program contribution per participant	2016 Rate	Hours	Weeks	Benefits 7.65% FICA 6.2% Medicare 1.45%	Total
AARP - Participant 1	\$ 8.10	20	52	\$ 644.44	\$ 9,068.44
AARP - Participant 2	\$ 8.10	20	52	\$ 644.44	9068.44
Total AARP Costs*					\$18,136.88

*Variance factors in absenteeism

EXHIBIT C – STANDARD TERMS AND CONDITIONS

Roles and Responsibilities of Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the state UI agency (20 CFR part 603),
- All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the body of the MOU.
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO for Local Workforce Development Area (LWDA) 19, CareerSource Heartland (CSH), shall be the designated Chair of the CSH Executive Board. In partnership with the CSH Local Workforce Development Board (LWDB) and other applicable partners within the planning region, the CEO will, at a minimum:

1. develop and submit a single LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners;
2. approve the LWDB budget and workforce center cost allocation plan;
3. approve the selection of the one-stop operator following the competitive procurement process; and
4. coordinate with the LWDB to oversee the operations of the LWDA CSH Center network.

CareerSource Heartland Local Workforce Development Board

The CSH LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources. The LWDB, in partnership and collaboration with the CEO and other applicable partners will, at a minimum:

1. develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the local plan and economy, including a description of the activities that shall be undertaken by partners;
2. develop the strategic regional vision, goals, objectives, and workforce-related policies; and
3. design and approve the CSH Center network structure, to include:
 - a) adequate, sufficient, and accessible one-stop center locations and facilities;

- b) sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
 - c) a holistic system of supporting services; and
 - d) one or more competitively procured one-stop operators.
4. designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
 5. determine the role and day-to-day duties of the one-stop operator;
 6. approve annual budget allocations for operation of the CSH Center network;
 7. help the one-stop operator recruit and negotiate MOUs with operational and new partners;
 8. leverage additional funding for the CSH Center network to operate and expand one-stop customer activities and resources; and
 9. review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities of LWDB staff include, at a minimum:

1. assist the CEO and the LWDB with the development and submission of a single regional plan;
2. support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
3. provide operational and grant-specific guidance to the one-stop operator;
4. investigate and resolve elevated customer complaints and grievance issues;
5. prepare regular reports and recommendations to the LWDB; and
6. oversee negotiations and maintenance of MOUs with one-stop partners.

One-Stop Operator

The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment; and
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

1. effective communication, information sharing, and collaboration;
2. joint planning, policy development, and system design processes;
3. commitment to the joint mission, vision, goals, strategies, and performance measures;
4. the design and use of common intake, assessment, referral, and case management processes;
5. the use of common and/or linked data management systems and data sharing methods, as

appropriate;

6. leveraging of resources, including other public agency and non-profit organization services;
7. participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
8. participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Terms and Conditions

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policy- policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once, as much as feasibly possible.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

1. customer PII will be properly secured in accordance with LWDB policies and procedures;
2. the collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws;
3. all confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
4. all personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
5. customer data may be shared with other programs, for those programs' purposes, within the CSH Center network only after the informed written consent of the individual has been obtained, where required;
6. customer data will be kept confidential, consistent with federal and state privacy laws and regulations; and
7. all data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable state and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.

Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared among the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment (reemployment) insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, partners agree to:

1. familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented;
2. develop materials summarizing their program requirements and making them available for partners and customers;
3. develop and utilize common intake, eligibility determination, assessment, and registration forms as much as possible;
4. provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
5. regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
6. commit to robust and ongoing communication required for an effective referral process; and
7. commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by CSH Centers and all partner agencies is essential to meeting the requirements and goals of the CSH Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, accessible location, and offer adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will make concerted efforts to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all CSH Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. As needed, an interpreter will be provided in real time or within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the CSH Center network.

Outreach

The LWDB and its partners will work together to:

1. conduct outreach to recruit the area's aggregate workforce, including targeted efforts for populations most at-risk or most in need;
2. create sector strategies and career pathways; and
3. promote connections to registered apprenticeships.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA's Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately.

Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in

- contradiction of applicable state and federal laws or regulations governing the partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions.
 6. The Executive Committee will provide a written response and dated summary of the proposed
 7. resolution to all Parties to the MOU.
 8. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The LWDB, or its designated staff, officials from the state and local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies, and those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by any of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

1. political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
2. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
3. the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize this partnership may consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable federal and state laws and regulations, and Local laws to the extent that they are not in conflict with state or federal requirements.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGRICULTURAL AND LABOR PROGRAM, INC. (ALPI)
AND
CAREERSOURCE HEARTLAND**

**For the Delivery of Services under the
Workforce Innovation and Opportunity Act**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between The Agricultural and Labor Program, Inc. (hereinafter ALPI), and CareerSource Heartland (hereinafter CSH or "the Workforce Board"), for the delivery of self-sufficiency services provided pursuant to H.R. 83/ Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in memoranda of understanding.

WHEREAS, the vision for the one-stop delivery system is to achieve and maintain an integrated, job-driven public workforce system that: ensures that the needs of businesses and workers drive workforce solutions; provides excellent customer service to businesses and job seekers; and focuses on continuous improvement while supporting strong local economies and playing an active role in community and workforce development; and

WHEREAS, developing and linking talent to businesses requires a wide range of education, employment, and job training programs and the provision of high-quality customer service to job seekers, workers, and businesses; and

WHEREAS, one-stop centers are a valued community resource and an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers; and

WHEREAS, ALPI is committed to proposing, implementing, and advocating developmental and human service delivery programs for the socially and economically disadvantaged; children and families; and farmworkers; and

WHEREAS, CSH is committed to: facilitating cooperation throughout its four county area to maximize talent development, economic development and sustainable growth to improve the quality of life of our citizens; developing and maintaining a talent development strategy through diversified public and private-sector partnerships; developing and recruiting talent to support economic development priorities of the local area; supporting local strategies that enhance business development and value-added job creation; and providing exceptional customer service; and

WHEREAS, both parties recognize that service delivery and self-sufficiency are critical components of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from services available through both entities can be expeditiously identified and served using a shared referral/placement concept through the local one-stop delivery system;

NOW, THEREFORE, ALPI and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by ALPI and CSH to provide such services in a coordinated, seamless and customer-friendly manner.

I. ALPI will:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between ALPI and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the One-Stop service delivery system.
- C. Provide self-sufficiency services to eligible customers, such as:
 - 1) Financial support for students in school, such as money for books, uniforms, testing fees, and sometimes tuition.
 - 2) Financial support for clients who have multiple barriers that prevent them from completing their education or maintaining their employment (i.e. food cards, rent or utilities payment assistance, minor car repairs, daycare, and other services on a case by case basis.
 - 3) Instruction on effective job seeking skills.
 - 4) One-on-one case management services to help guide students/clients back into school or re-entering the workforce.
 - 5) Free budget and money management workshops.
 - 6) A fourteen-week full time Work Experience program during which participants gain skills and knowledge to re-start their work history and brush up on employment skills.
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available services.
- E. Refer earnest job seekers to CSH.
- F. Communicate job development services, prior to hire of all program participants, to CSH to facilitate data entry into the Employ Florida Marketplace (EFM) system

II. CSH will:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between ALPI and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided by ALPI programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 - 1. Resource Room with online access to career and employment websites and “how-to” library of career-related resources;
 - 2. General Assessment, Career Counseling and Guidance;
 - 3. Job Readiness Workshops;
 - 4. Assistance with Resume Development and Interview Skills;
 - 5. Referrals to jobs matching personal qualifications;
 - 6. Job placement assistance;

7. Provision of Labor Market Information;
8. Provision of information on available training programs;
9. Funding for traditional or work-based training.

D. Refer potential clients to ALPI.

III. CSH and ALPI will work together to:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide Links to each other’s websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Utilize technology wherever possible to enhance service delivery.
- I. Coordinate facilitation of job skills workshops (resume and cover letter writing, how to complete job applications, interview skills) and job development, placement and retention services to enhance service availability for customers and avoid duplication of service delivery.

IV. Cost Sharing/Resource Sharing

- A. ALPI will provide, at their cost: (as related to Community Service Block Grant Self-Sufficiency)
 - Ten Percent (10%) of a Client Services Specialist II’s position at \$18.79 per hour plus fringes as follows:

• \$18.79 per hour for 208 hours (10% of 2,080)	\$ 3,908
• Fringes at 25% of total	\$ 977
• Worker’s Comp at 2.04% (current rate)	\$ 80
• Indirect at 16.5% (current rate)	<u>\$ 645</u>
Total In-Kind	\$ 5,610

In-Kind to be reported to CSH on a Quarterly Basis.

B. CSH will provide: (as related to career and job search activities)

1. Infrastructure such as resource room, equipment and computers, and all related utility fees;
2. Related assistive technology and equipment for individuals with disabilities;
3. Software and materials for career search and job matching; and
4. Computers and telephone access for customers to assure provision of electronic connectivity to ALPI for completion of applications, registrations, literacy and numeracy skills development, and receipt of tutoring.

V. Method of Referral

Services will be delivered by referral process between ALPI and CSH. As appropriate, ALPI will refer customers to CSH, and CSH will refer potential clients to ALPI. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

VI. Agreement Period

This Agreement becomes effective on January 1, 2018, and will remain in force until December 31, 2021. This MOU shall be reviewed by ALPI and CSH not less than once every 3-year period to ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

VII. Dispute Resolution

If an issue arises involving this IFA, 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 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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Heartland and the Chief Executive Officer of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

VIII. Facilities

ALPI will provide services under the Community Services Block Grant (CSBG) through one or more facilities maintained in Highlands County. The current location for services is:

ALPI
1306 S. Tulane Avenue
Avon Park, Florida 33825
Contacts
Agnes Rodriguez, Client Services Specialist II
Highlands CSBG Office of ALPI
(863) 280-0650 (cell)

PaHoua Lee-Yang, CSBG/Economic Development Director
Agricultural and Labor Program, Inc.
(863) 956-3491

CSH will provide services under the Workforce Innovation and Opportunity Act through one or more facilities maintained in Highlands County. The current location for services is:

CareerSource Heartland
5901 US Highway 27 S, Suite 1
Sebring, FL 33870

Contacts
Ann Martin, Chief Programs Officer
(863) 385-3672 x306

Shannon Kuen, Center Branch Manager
(863) 385-3672 x340

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

AGRICULTURAL & LABOR PROGRAM, INC.

CAREERSOURCE HEARTLAND



Deloris Johnson
Chief Executive Officer



Donna Doubleday
President/Chief Executive Officer

1-24-18
Date

1-30-18
Date

Attachments to this document include:

Exhibit C – Standard Terms and Conditions

(Note: Exhibits A & B are not applicable to this MOU, and not included).



EXHIBIT C – STANDARD TERMS AND CONDITIONS

Roles and Responsibilities of Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the state UI agency (20 CFR part 603),
- All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the body of the MOU,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO for Local Workforce Development Area (LWDA) 19, CareerSource Heartland (CSH), shall be the designated Chair of the CSH Executive Board. In partnership with the CSH Local Workforce Development Board (LWDB) and other applicable partners within the planning region, the CEO will, at a minimum:

1. develop and submit a single LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners;
2. approve the LWDB budget and workforce center cost allocation plan;
3. approve the selection of the one-stop operator following the competitive procurement process; and
4. coordinate with the LWDB to oversee the operations of the LWDA CSH Center network.

CareerSource Heartland Local Workforce Development Board

The CSH LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources. The LWDB, in partnership and collaboration with the CEO and other applicable partners will, at a minimum:

1. develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the local plan and economy, including a description of the activities that shall be undertaken by partners;
2. develop the strategic regional vision, goals, objectives, and workforce-related policies; and
3. design and approve the CSH Center network structure, to include:
 - a) adequate, sufficient, and accessible one-stop center locations and facilities;
 - b) sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
 - c) a holistic system of supporting services; and
 - d) one or more competitively procured one-stop operators.
4. designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
5. determine the role and day-to-day duties of the one-stop operator;
6. approve annual budget allocations for operation of the CSH Center network;
7. help the one-stop operator recruit and negotiate MOUs with operational and new partners;
8. leverage additional funding for the CSH Center network to operate and expand one-stop customer activities and resources; and
9. review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities of LWDB staff include, at a minimum:

1. assist the CEO and the LWDB with the development and submission of a single regional plan;

2. support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
3. provide operational and grant-specific guidance to the one-stop operator;
4. investigate and resolve elevated customer complaints and grievance issues;
5. prepare regular reports and recommendations to the LWDB; and
6. oversee negotiations and maintenance of MOUs with one-stop partners.

One-Stop Operator

The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment; and
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

1. effective communication, information sharing, and collaboration;
2. joint planning, policy development, and system design processes;
3. commitment to the joint mission, vision, goals, strategies, and performance measures;
4. the design and use of common intake, assessment, referral, and case management processes;
5. the use of common and/or linked data management systems and data sharing methods, as appropriate;
6. leveraging of resources, including other public agency and non-profit organization services;
7. participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
8. participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Terms and Conditions

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policy-policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once, as much as feasibly possible.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

1. customer PII will be properly secured in accordance with LWDB policies and procedures;
2. the collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws;
3. all confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
4. all personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
5. customer data may be shared with other programs, for those programs' purposes, within the CSH Center network only after the informed written consent of the individual has been obtained, where required;
6. customer data will be kept confidential, consistent with federal and state privacy laws and regulations; and
7. all data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable state and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.

Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared among the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment (reemployment) insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, partners agree to:

1. familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented;
2. develop materials summarizing their program requirements and making them available for partners and customers;
3. develop and utilize common intake, eligibility determination, assessment, and registration forms as much as possible;
4. provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
5. regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
6. commit to robust and ongoing communication required for an effective referral process; and
7. commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by CSH Centers and all partner agencies is essential to meeting the requirements and goals of the CSH Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, accessible location, and offer adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will make concerted efforts to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all CSH Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. As needed, an interpreter will be

provided in real time or within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the CSH Center network.

Outreach

The LWDB and its partners will work together to:

1. conduct outreach to recruit the area's aggregate workforce, including targeted efforts for populations most at-risk or most in need;
2. create sector strategies and career pathways; and
3. promote connections to registered apprenticeships.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA's Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately.

Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable state and federal laws or regulations governing the partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions.
6. The Executive Committee will provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. resolution to all Parties to the MOU.
8. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The LWDB, or its designated staff, officials from the state and local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and state policies, and those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by any of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

1. political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
2. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
3. the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize this partnership may consist of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of

the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable federal and state laws and regulations, and Local laws to the extent that they are not in conflict with state or federal requirements.

ATTACHMENT 7
One-Stop Operator
Procurement



May 31, 2017

Michelle Dennard, President/CEO
CareerSource Florida
PO Box 13179
Tallahassee, FL 32317

Dear President Dennard:

Heartland Workforce Investment Board, Inc., d/b/a CareerSource Heartland (CSH), known as Local Workforce Development Board 19, respectfully submits this sole source request to continue to serve as the One-Stop Operator for this local area.

CSH has served as One-Stop Operator and direct services provider since November 1, 2008. Due to the requirement of the Workforce Innovation and Opportunity Act to competitively procure a One-Stop Operator, we issued a request for proposals (RFP) on February 22, 2017. Responses were due on March 22, 2017.

Prior to issuing the RFP, we conducted cost comparison through a review of the RFPs of Local Workforce Development Boards' (LWDB) 3 and 7, since they are similar to LWDB 19 in budget, demographics and/or geography. LWDB 7 estimated a cost of \$10,000; LWDB 3 estimated \$4,000. Since LWDB 3's expected tasks and partner listing more closely mirrored our expectations and partners, we estimated the cost of our One-Stop Operator service delivery to be approximately \$6,000.

Public notice was placed on our website on February 22, 2017 and remained posted through March 22, 2017. Seventeen additional solicitations to submit proposals were emailed to institutions of higher learning, government agencies, for-profit and not-for-profit entities, CPA firms, and chambers of commerce.

CSH received only one proposal. Three members of a rating committee independently reviewed and rated the response, offering respective scores of 50, 75 and 90 out of a total 100 possible.

Comments from the raters included:

- Unable to determine experience of key staff
- Not enough information to demonstrate a clear understanding of the Act or provision of workforce services
- Cost appears excessive for services requested (\$45,000)

(continued)

An equal opportunity employer/program

- Number of hours proposed per week appears excessive for services requested
- Cover letter was not signed as requested
- The cover letter did not address requested requirements including statement guaranteeing price
- Scope of services did not fully communicate understanding of scope as shown on page 4 of RFP
- Appears to have conflicting information- The response suggests key staff has the experience to perform successfully, yet the organization's date of inception is 2017
- Budget snapshot was not complete
- Budget did not state number of hours per year
- Representatives appear qualified but resumes of key staff would have been helpful in addition to the writeups
- Proposed budget appears to be based on private consulting rates

On April 10, 2017, the proposal was discussed at a meeting of the CSH Board's Finance and Operations Committee.

- The aggregate comments and concerns of the raters as noted above
- Apparent lack of attention to detail in responding (attention to detail is important for successful performance)
- The proposed cost is far greater than the value of the services to be provided
- Lack of quality of proposal
- Inadequate competition

On April 19, 2017, the CSH Board of Directors voted to reject the proposal based on the concerns identified by the Finance and Operations Committee. The Board was advised that a local board may be designated as a One-Stop Operator only with the agreement of the local chief elected official and the Governor. The CSH Board and Executive Board voted to recommend that CSH submit a request to continue to act as the One-Stop Operator.

As previously mentioned, CSH has successfully performed One-Stop Operator functions since November, 2008. Copies of our requests and approvals to perform these functions are on file with CareerSource Florida (CSF) and the Department of Economic Opportunity (DEO), and can be provided upon request. Our partnerships and Memoranda of Understanding are outlined in our 2016-2020 Local Plan, which was approved by, and is also on file with, CSF and DEO. We have not received any monitoring or audit findings that indicate we have not been successful in the performance of our duties as a One-Stop Operator.

To identify the delineation of duties of the Board as the One-Stop Operator and Direct Service Provider:
The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment;
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

The duties of the Direct Service Provider are:

- Workforce Innovation and Opportunity Act (WIOA) Eligibility determination

- Outreach, intake, orientation
- Initial assessment of skills and support service needs
- Labor exchange services (job search and placement assistance, career counseling) and services to businesses
- Referrals to other programs
- Provision of labor market information
- Provision of training provider performance and program cost information
- Provision of information on local board accountability measures
- Provision of information on availability of, and referral to, support services, or SNAP and TANF services
- Provision of information and assistance on filing claims for Reemployment Assistance
- Provision of assistance in establishing eligibility for financial aid assistance for programs not funded through WIOA
- Provision of services needed to obtain and/or retain employment, such as comprehensive assessment, IEP development, group and/or individual counseling, career planning, internship and Work Experience, financial literacy, out of area job search, etc.
- Provision of follow-up services

The CSH Board adheres to the “Carver Model” of governance, in which the Board maintains its role as a strategic planning and policy board and oversight body, focusing on governance, strategy, oversight, ethics, financial integrity, and performance standards. This model allows the CSH Board to manage the One-Stop Operator activities and the CSH President/Chief Executive Officer to manage day to day operations (daily service provision), which provides the firewall as required by the WIOA. The Board sets the strategies and governance, and holds the President/CEO accountable to translate those items into operational policies, procedures, and implementation.

Regarding Conflict of Interest, the CSH Board of Directors follow CareerSource Florida’s Board Contracting and Conflict of Interest policy, which is reviewed during board member orientation and reiterated in Article VI, Sections 4 and 5 of the Board’s bylaws, which state:

SECTION 4. Conflict of Interest

- a. No member of the CSH Board of Directors shall discuss any matter before the Board or its Committees/Councils that would financially benefit the member or their company or any organization they are affiliated with without first declaring a conflict of interest. Any member of the Board of Directors who has a perceived conflict of interest, as defined by Florida law and/or guidance from the state workforce board, must complete a conflict of interest form. It is the intention of the Board of Directors that all members will comply with any guidance outlining conflicts of interest, as prescribed by federal and state law.
- b. Each Board member shall be responsible for assuring there is no conflict of interest, or appearance thereof, in all matters voted on and shall be personally responsible for declaring any conflict of interest, or perception thereof, of which the member is aware.

- c. No member of the Board shall make or second a motion or cast a vote on any matter under deliberation by the Board or its Committees/Councils which has a direct bearing on services to be provided by the member or any organization with which the member is associated.
- d. No member of the Board shall make or second a motion or cast a vote on any matter before the Board or its Committees/Councils which would financially benefit the member or his/her organization or company.
- e. All members of the Board may vote on the Local Plan of Service.

SECTION 5. Abstentions

- a. Any member with a conflict of interest, or appearance thereof, shall abstain from voting on such matters.
- b. All abstentions due to a conflict of interest shall be publicly acknowledged and recorded in the minutes.

We are confident that the firewall and conflict of interest policies are current and consistent with WIOA requirements.

Regarding monitoring, an independent entity will be hired to monitor CSH's performance as a One-Stop Operator. The results will be reported to the Chief Elected Official.

Included with this request to be designated as the One-Stop Operator for CareerSource Heartland LWDB 19, please find the following attachments:

- Copy of our One-Stop Operator RFP
- Proof of public notice via our website
- Proof of emailed solicitations
- Documentation showing how long the public notice was posted
- Documentation of approval of the chief elected official of this action

Upon receipt of this request, should additional information or documentation be required, please contact me at (863) 385-3672 x 303, or via email to ddoubleday@careersourceheartland.com.

Thank you for your consideration.

Respectfully,



Donna Doubleday
President/CEO



**REQUEST FOR PROPOSAL
FOR
ONE-STOP OPERATOR**

Date Issued: February 22, 2017

Deadline for Responses: March 22, 2017

Each Respondent must complete and submit the following:

1. Attachment A – Proposal Cover Page
2. Attachment B – Administrative and Financial Capabilities Checklist
3. Line Item Budget as Attachment C (format not provided)
4. One (1) signed original response marked "ORIGINAL"; and
5. Four (4) copies marked "COPY".

Submit Responses to: CareerSource Heartland
Attention Pat Kozić
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870

Questions:

1. Deadline for questions is March 10, 2017 (see "schedule")
2. Submit questions by email to: pkozić@careersourceheartland.com
3. Reference "ONE STOP OPERATOR" in the email subject line.

Answers/responses will be posted on the CareerSource Heartland website at:
<http://www.careersourceheartland.com/r-f-p/rfp-q-a.html>

I. Introduction/Purpose

The vision for One-Stop career centers under the Workforce Innovation and Opportunity Act, hereinafter called the Act, is characterized by providing excellent customer service to job seekers and employers, customer-centered service delivery, and continuous improvement. This vision is the foundation of the One-Stop Operator services being solicited through this Request for Proposal (RFP) as we strive to ensure that quality services are delivered in the most efficient and effective way possible, through full integration and coordination of One-Stop career center partners and resources that support seamless service delivery.

In accordance with the requirements of the Act, CareerSource Heartland (CSH) is seeking the services of an appropriate individual or organization with the expertise to serve as our One-Stop Operator, capable of carrying out the duties of the One-Stop Operator as described in the Workforce Innovation and Opportunity Act (WIOA).

As described in WIOA Section 121, One-Stop Operators must be an entity (public, private, or non-profit) or a consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the one-stop partners described in subsection (b)(1)), of demonstrated effectiveness, located in the Local Area. Such entities may include:

- An institution of higher education
- An employment service State agency established under the Wagner-Peyser Act
- A community based organization, non-profit organization, or intermediary
- A private for-profit entity
- A government agency
- Another interested organization or entity which may include a local chamber of commerce or other business organization, or a labor organization.

The initial contract period starts July 1, 2017 and ends June 30, 2018, with the potential for no more than two one-year renewals thereafter.

II. Description of CareerSource Heartland

General Information

CareerSource Heartland (CSH) is a private, not-for-profit 501(c)3 corporation, governed by an independent Board of Directors, serving as the administrative entity and fiscal agent for DeSoto, Hardee, Highlands, and Okeechobee Counties in Florida. CSH administers local workforce development and welfare reform programs as part of the State of Florida and the Federal Government's initiatives.

CSH has four career centers staffed with individuals who are dedicated to helping the employers and citizens of DeSoto, Hardee, Highlands, and Okeechobee Counties with their employment needs. We work to connect local businesses with qualified employees, provide access to a statewide database of job openings, offer quick links to the most up-to-date job market research, assist with resume writing and interviewing techniques and offer educational workshops to sharpen job search skills. We also work with local economic development organizations, local leaders in education, private industry and community-based organizations to enhance programs that will result in a skilled, talented workforce that meets local employer needs and demands.

CareerSource Heartland Board

The CSH Board of Directors is comprised of representatives of business, local educational entities, labor organizations, community based organizations, economic development agencies, one-stop partners and other individuals deemed appropriate. All members are appointed/confirmed by the county commissioners of the four counties we represent.

III. Scope of Services to be Provided/Funding

CSH is seeking an organization with the expertise and established track record for providing services required of a One-Stop Operator. For purposes of this RFP, CSH defines the basic role of a One-Stop Operator as an entity that will coordinate the service delivery of participating one-stop partners and service providers within the CSH career centers. The selected entity will be responsible for working with CSH to assure that CSH is coordinating services across program lines and with other organizations required by the Act. The selected service provider shall, at a minimum be responsible for:

1. Providing quarterly reports indicating how the One-Stop center was evaluated to determine compliance, any necessary actions, recommendations and/or suggestions for improvement including, but not limited to, practices outlined in item 3 below.
2. Disclosing any potential conflict(s) of interest arising from the relationship of the One-Stop Operator with particular training service providers or other service providers.
3. Recommending practices that encourage the One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment training and education services.
4. Complying with Federal regulations and procurement policies.

CSH has been approved to provide, and will continue to provide, direct career services as defined by the WIOA §134(c)(2) and shown below. As a result, this RFP's Scope of Services does not include the One-Stop Operator providing training services or providing any of the following career services or information:

- Eligibility determination
- Outreach, intake, orientation
- Initial assessment of skills and support service needs
- Labor exchange services (job search and placement assistance and career counseling) and services to businesses
- Referrals and coordination with other programs
- Providing Labor Market Information
- Providing performance and program cost information of training contractors
- Providing performance information on the local Board with regard to accountability measures
- Providing information on the availability of, and referral to, support services, SNAP, and TANF
- Providing information and assistance on filing claims for UC
- Providing assistance in establishing eligibility for financial aid for programs not funded through WIOA
- Providing services in order to obtain and retain employment, such as comprehensive assessment, IEP development, group and individual counseling, career planning, internship and WE, financial literacy, out of area job search, ESOL, etc.
- Providing follow-up services.

Funding Availability

CSH will make sufficient funding available from various State and Federal sources to deliver the services requested in this RFP, and does not anticipate the necessity of committing funding in excess of \$6,000 per year. This amount is provided for planning purposes only and does not commit CSH to award a contract for this amount.

IV. Specific Information Requested in the Response

Should your organization be interested in providing the One-Stop Operator services as described in the Scope of Services section of this RFP, please prepare and submit a response including the information in the order shown below.

1. Cover letter that includes a statement that the organization understands the scope of services sought and a statement guaranteeing the price for the term of the contract. The cover letter must be signed by an individual with the authority to legally bind the organization to the response presented.
2. Scope of Services. Respondent should explain its proposed approach to providing One-Stop Operator services.
3. A resume or organization history showing that the responding party has a background in providing workforce services, and has a clear understanding of the Act.
4. Attachment A – Proposal Cover Page
5. Attachment B – Administrative and Financial Capabilities Checklist
6. Budget.
 - a. Provide a total cost for the delivery of the services described in the Scope of Services section of this RFP, as well as budget detail by line item as Attachment C.
 - b. Indicate the number of hours per year to deliver the services requested in this RFP.
 - c. A for-profit entity submitting a proposal must present any proposed profit in a separately identifiable budget line item. Profit must be negotiated separately from costs to ensure it is fair and reasonable and is based on the proposers' efforts and risks in achieving the intended results.
7. Other information. Responses may include any additional information which your organization wishes to provide for consideration. If there is no additional information to include, please state, "There is no additional information our organization wishes to present" – or simply indicate "none".

Proposed Schedule

This schedule may be altered at any time at the discretion of CSH.

Description	Dates
Release of RFP	February 22, 2017
Question and Answer Period	February 22 – March 10, 2017
Proposal Deadline	March 22, 2017 @ 3:00 pm ET
Raters Review Period	March 24-31, 2017
Finance & Operations Committee Meeting	On/about April 10, 2017
Anticipated Final Decision at Board Meeting	April 19, 2017
Provision of services begin	July 1, 2017

Standards

Respondents may be any individual or entity/entities as described on page two, organized in accordance with State and Federal laws, with successful experience in workforce development.

No parties debarred or suspended from doing business with the State of Florida or the Federal government will be eligible to do business with CSH.

Response Format

Respondents must follow the instructions in this RFP in order to be considered fully responsive. Submissions must be concise and easily understood.

Responses must be submitted on 8.5" x 11" pages, printed or typewritten and single-spaced. Text should be presented single-sided on each separate page.

Respondents must submit one (1) copy with original signatures, marked "Original"; and four (4) paper copies, marked "Copy".

Responses must be submitted in a sealed package that is clearly marked, by the date and time indicated in the schedule/timeline on page 6.

All responses will become the property of CSH; and, in accordance with TEGL 15-16, information contained in the proposals submitted will be maintained in a manner that is confidential to avoid the use of the information by another responder to their advantage and to prevent collusive bidding.

The cost of preparing a response to this RFP shall be borne entirely by the Respondent.

Delivery of Proposals

The delivery of the Proposal prior to the deadline is solely and strictly the responsibility of the Respondent. Any Proposal, or portion thereof, received after the submittal deadline will be returned unopened to the sender.

All responses are to be submitted no later than March 22, 2017 @ 3:00 p.m. ET to the address and contact person listed below.

CareerSource Heartland
Attention: Pat Kozic
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870

Requests for Interpretation of RFP

All requests for interpretation or clarification of the RFP document must be submitted in writing to Pat Kozic and received by CSH within the question and answer period shown on page 6 of this RFP. Responses will be posted on the CareerSource Heartland website at www.careersourceheartland.com. Any follow-up interpretation or clarification responses will be added, as appropriate, to the CSH website for review.

V. Contract Terms and Conditions

The RFP and the evaluation and selection process shall in no way be deemed to create a binding contract or agreement of any kind between CSH and a Respondent. All legal rights and obligations between the successful Respondent, if any, and CSH will come into existence only when a contract is fully executed by both parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other document specifically referenced in that contract.

The term of this contract shall be for a period commencing July 1, 2017 and terminating June 30, 2018. At the sole discretion of CSH, the contract may be renewed on an annual basis for up to two (2) additional years, based on performance, organizational strategies, and/or funding availability. Invoices for services must be submitted quarterly, no later than the 10th of the month, following quarter end.

The successful Respondent(s) may not make an assignment of their obligations resulting from award of a contract in response to this RFP without the written consent of CSH.

Sub-recipient vs. Contractor

In accordance with USDOL TEGL 15-16 issued January 17, 2017, any entity selected to provide the requested One-Stop Operator services, including for-profits, nonprofits, educational organizations, and State or Local governments, shall be considered a sub-recipient when acting as a One-Stop Operator, and therefore must comply with the Uniform Guidance at 2 CFR Part 200 (including contractual provisions in 2 CFR 200.326), as well as requirements identified by the USDOL under 2 CFR part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). A summary of the Uniform Administrative Guidance requirements along with links to the above referenced Code of Federal Regulations (CFRs) can found on the USDOL website at this link: <https://www.doleta.gov/grants/UniformGuidance.cfm>

Evaluation and Selection

The evaluation of each response to this RFP will be based on the Respondent's overall expertise and experience in delivering the services requested in this RFP and the proposed cost. Consideration will be given to the entity's integrity, compliance with public policy (Uniform Guidance), record of past performance and financial and technical resources.

A Rating Team will be made up of members selected by the CSH President/CEO. The Rating Team's decision, regarding which organization it deems to be the most suitable and qualified for this project, will be based on the Criteria for Selection. Their recommendation(s) will be presented to the Finance & Operations Committee, with a final decision/selection by the Board of Directors. Respondents will be notified of that decision. CSH will then set up a meeting with the organization selected and commence negotiations relative to specific: 1) scope of services; 2) timetables for implementation; and 3) costs. If negotiations are unsuccessful, CSH retains the right to: 1) initiate contract negotiations with the next most qualified Respondent; 2) resolicit for the services; 3) identify an Operator and develop a contract under a sole-source method consistent with 2 CFR 200.320(f); or 4) postpone/cancel the RFP and apply for sole source status. CSH retains the sole authority to make its selection based on what it determines to be in its best interest. CSH, at its sole discretion, may reject any and all responses as not meeting

the needs of this project. CSH anticipates that a selection decision will be made by April 19, 2017.

Final award of a contract will be contingent upon:

- Identification of a Respondent qualified and capable of successfully providing the services sought by CSH in this RFP and performing under the terms and conditions of this procurement and the resulting contract;
- Successful negotiation of a contract at a price CSH determines to be fair, competitive and reasonable; and
- The availability of sufficient funding.

Appeal Procedure

In accordance with applicable regulations, proposers who are denied funding have the right to appeal. The following steps must be taken to appeal funding decisions.

1. Submit a letter, within three (3) business days from the date of the decision to award the contract (April 19, 2017), to the CareerSource Heartland President/CEO stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on one or more of the four (4) criteria below:
 - a. Clear and substantial error or misstated facts by the review team upon which the CSH Board of Directors made its decision;
 - b. Unfair competition or conflict of interest in decision-making process;
 - c. An illegal or improper act or violation of law (must be specified); and/or,
 - d. Other legal basis on grounds that may substantially alter the CSH Board of Director's decision.

The CSH President/CEO will review the appeal and respond within 10 business days.

2. In the event the President/CEO's response is not satisfactory to the proposer, an appeal to the CSH Joint Administrative Review Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from the CSH President/CEO to:

CareerSource Heartland
Attention: Joint Administrative Review Committee
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870

The appeal will be heard at a time set by the CSH Board of Directors Chair. The decision of the CSH Joint Administrative Review Committee is final.

VI. Criteria for Selection

Criteria	Weight Factor
Requirements a. The response was received by the due date and time. b. The response was presented in the required format, all questions in this RFP answered, an original and the correct number of copies were provided.	MANDATORY
Experience of the Respondent and key staff that would be involved in the delivery of these one-stop services as described in this RFP.	50 points
Cost Reasonableness. The Respondent's budget information reflects reasonable costs for the staff and services as detailed in the Scope of Service.	50 points
Total Points	100

NOTE:

Total points do not necessarily determine the outcome, but serve as a tool for discussion.

The evaluation of each response to this RFP will be based on the Respondent's overall expertise and experience in delivering the services requested in this RFP and proposed cost. Consideration will be given to the entity's integrity, compliance with public policy (Uniform Guidance), record of past performance and financial and technical resources.

The Rating Team recommendation will be presented to the Finance & Operations Committee. Committee recommendations are presented to the Board of Directors for final decision/selection.

Attachment A: Proposal Cover Page

Contact Pat Kozić for Word format of this document

COMPANY PROFILE

Company Name:			
Address:			
City:	State:	Zip Code:	County:
Mailing address if different from above:			
Contact Person:		Title:	
Work Number:	Cell Number:	Fax Number:	
Email:		Website:	
Business Date of Inception:	Years in Business:	Total # of Full Time Employees:	
Legal Structure of Business: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/>			
<input type="checkbox"/> Other – please identify:			
Employer's Federal ID:	Unemployment Compensation ID:	Dunn & Bradstreet ID:	
Primary NAICS and/or SIC Code:		Is your company current on all Federal and State of Florida tax obligations? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Florida Division of Corporations Information (please provide copy of latest Annual Report)			
Does your company/organization have an approved Indirect Cost Rate?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, which agency approved the rate? (please provide proof of Indirect Cost Rate)			

Describe your business, product(s), and/or service(s)

BUDGET SNAPSHOT (a complete Line-Item Budget should be provided as Attachment C – format not provided)	
Total cost for delivery of services as described in the Scope of Services	
Total anticipated number of hours per year to deliver the services	
Proposed Profit (For-Profit Entity)	
Indirect Cost Rate (if applicable)	

I, _____, certify that as the official representative for the organization named above, I have read the Request for Proposal for One-Stop Operator and the attached proposal from my organization, and agree that the information presented is an accurate representation of my organization and the activities and/or services we are willing to provide to CareerSource Heartland. I also agree to the terms and certifications required of sub-recipients by CareerSource Heartland.

Name and Title _____

Signature and Date _____

Attachment B: Administrative and Financial Capabilities Checklist

Contact Pat Kozic for Word format of this document

Please respond to each statement or question by checking "yes" or "no". Briefly explain "no" answers on a separate page.

Category	Yes	No
All employees meet the minimum qualifications specified in their job descriptions.		
All W-4's and I-9's with appropriate documentation are on file.		
Withholding and FICA deposits have been made in full on a timely basis.		
Insurance and bonding policies are current and all appropriate staff are covered.		
The books of account are auditable.		
Administrative and internal accounting controls are adequate to safeguard program assets.		
The accounting system adequately accounts for program funds.		
Financial reports fairly present accrued program expenditures by established cost categories.		
Budgetary procedures are adequate to control expenditures.		
The agency has a written accounting procedures manual that includes procedures for coding of expenditures by: <ul style="list-style-type: none"> a. contract year or program year; b. funding source; c. cost category, sub-category and activity if necessary. 		
The agency has a written accounting procedures manual that includes procedures for: <ul style="list-style-type: none"> a. bank reconciliations; b. monthly close-out; c. general ledger transactions; d. recording of accruals; e. cost allocation; f. segregation of duties; g. budgetary control; h. cash management; i. cash receipt and disbursement; j. payroll; k. reconciliation of any petty cash fund; l. refunds/credits. 		
Internal controls for cash receipts ensure that: <ul style="list-style-type: none"> a. cash is properly controlled and promptly deposited when received; b. funds are deposited in a bank in interest bearing checking accounts and secured by FDIC or other security. 		

Administrative & Financial Capabilities Checklist Page 2	Yes	No
Internal controls for checks ensure that negotiable instruments are: <ul style="list-style-type: none"> a. pre-numbered; b. adequately safeguarded; c. properly mutilated when voided; d. not payable to cash; e. not post-dated. 		
Internal controls for cash disbursements ensure that: <ul style="list-style-type: none"> a. invoices are approved prior to payment; b. documentation accompanies checks to be signed; c. documentation is stamped to prevent reuse; d. control over signature machine or facsimile stamp is adequate, if used; e. disbursements are made only by check or EFT; f. checks are not returned to preparer after signing. 		
Internal controls for bank reconciliation ensure that: <ul style="list-style-type: none"> a. they are performed timely; b. they are performed by someone who does not perform cash functions; c. unusual items are investigated promptly. 		
Internal controls for payroll ensure that: <ul style="list-style-type: none"> a. time sheets are used and signed by both the employee and supervisor; b. payrolls are approved by management for accuracy and existence of bonafide employees; c. preparation and check distribution functions are segregated; d. leave time is properly controlled. 		
Internal controls for purchases ensure that: <ul style="list-style-type: none"> a. purchase orders are pre-numbered and controlled; b. receiving reports are prepared and compared to P.O. and invoice; c. returned purchases are controlled; d. payments are made within discount periods. 		
The agency's budget has no areas for potential cost overruns.		
The agency is not trying to make up for a shortfall in another program by using the funds from this program, or supplanting.		

I hereby certify that I have completed this Administrative and Financial Capabilities Checklist accurately and to the best of my knowledge, and that all "NO" responses are clarified on the following/attached page. Further, I, the financial officer or CEO or other authorized representative of the proposing agency, accepts responsibility for providing financial services adequate to ensure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

Proposing Entity

Name and Title of Authorized Official

Signature

Date

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 10:05 AM
To: Keith Hayden
Subject: notice text

You can replace the text in the RFP tab on our website with the following:

PUBLIC NOTICE

Request for Proposals (RFPs)

CareerSource Heartland has issued a Request for Proposals (RFPs), soliciting responses from organizations with the expertise and capacity to provide services required of a One-Stop Operator. See RFP for complete details. Responses must be received by CareerSource Heartland no later than 3:00 pm Eastern Time, March 22, 2017. [Click here to view the entire RFP.](#)

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Ron Goss (rgoss@eckerd.org); Danielle Brunn (dbrun@eckerd.org)
Subject: Solicitation for One-Stop Operator

**PUBLIC NOTICE
Request for Proposals**

This notice is being sent to you as you may have requested to be added to our vendor bid list, or you are an entity that may be eligible to perform the services identified in the RFP.

The Heartland Workforce Investment Board, Inc., dba CareerSource Heartland (CSH), has issued a Request for Proposals (RFP) to solicit One-Stop Operator services from entities that are capable of carrying out the duties of the One-Stop Operator as described in the Workforce Innovation and Opportunity Act (WIOA).

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- A private for-profit entity
- A government agency
- Other interested organization or entity which may include a local Chamber of Commerce or other business organization, or a labor organization.

The RFP is posted on the CareerSource Heartland website – link provided here for your convenience.
http://www.careersourceheartland.com/images/stories/PDF/RFP/OSO_RFP.pdf

If you encounter any problems retrieving the RFP, please contact Pat Kozic at pkozic@careersourceheartland.com

Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozić

From: Pat Kozić
Sent: Wednesday, February 22, 2017 12:36 PM
To: Dalton Hall (dhall@tlh-cpa.com)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Laura Lewis (rfps@rescare.com)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: June Fisher (jfisher@hcbcc.org)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Jessica Borza (jborza@tpma-inc.com)
Subject: Solicitation for One-Stop Operator

**PUBLIC NOTICE
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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Robbie Chartier (rchartier@co.okeechobee.fl.us)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Lex Albritton (lex.albritton@hardeecounty.net)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Mandy Hines (m.hines@desotobocc.com)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Okeechobee County Chamber of Commerce (info@okeechobeebusiness.com); Paulette Wise (paulette@okeechobeebusiness.com)
Subject: Solicitation for One-Stop Operator

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Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:36 PM
To: Eileen M. May (chamberexecutive@lpfla.com)
Subject: Solicitation for One-Stop Operator

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Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:35 PM
To: Sebring Chamber of Commerce (ceo@sebring.org)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:35 PM
To: Avon Park Chamber of Commerce (members@theapcc.net)
Subject: Solicitation for One-Stop Operator

**PUBLIC NOTICE
Request for Proposals**

This notice is being sent to you as you may have requested to be added to our vendor bid list, or you are an entity that may be eligible to perform the services identified in the RFP.

The Heartland Workforce Investment Board, Inc., dba CareerSource Heartland (CSH), has issued a Request for Proposals (RFP) to solicit One-Stop Operator services from entities that are capable of carrying out the duties of the One-Stop Operator as described in the Workforce Innovation and Opportunity Act (WIOA).

As described in WIOA Section 121, One-Stop Operators must be an entity (public, private, or nonprofit), or a consortium of entities (including a consortium of entities that, at a minimum, include three or more of the One-Stop partners described in subsection (b)(1) of demonstrated effectiveness, located in the Local Area (the Local Area of CSH includes DeSoto, Hardee, Highlands, and Okeechobee Counties in Florida). Such entities may include:

- An institution of higher education
- An employment service State agency established under the Wagner-Peyser Act
- A community-based organization, nonprofit organization, or intermediary
- A private for-profit entity
- A government agency
- Other interested organization or entity which may include a local Chamber of Commerce or other business organization, or a labor organization.

The RFP is posted on the CareerSource Heartland website – link provided here for your convenience.
http://www.careersourceheartland.com/images/stories/PDF/RFP/OSO_RFP.pdf

If you encounter any problems retrieving the RFP, please contact Pat Kozic at pkozic@careersourceheartland.com

Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozić

From: Pat Kozić
Sent: Wednesday, February 22, 2017 12:35 PM
To: Jessica Skitka Turner (director@hardeecc.com)
Subject: Solicitation for One-Stop Operator

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Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:35 PM
To: Jennifer Trace (chamber@desotochamberfl.com)
Subject: Solicitation for One-Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:35 PM
To: Pat Steed (psteed@cfrpc.org)
Subject: Solicitation for One Stop Operator

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Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:35 PM
To: Edwin Massey (emassey@irsc.edu); Donna D Rivett (drivett@irsc.edu); Russell Brown (rbrown@irsc.edu)
Subject: Solicitation for One-Stop Operator

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If you encounter any problems retrieving the RFP, please contact Pat Kozic at pkozic@careersourceheartland.com

Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Wednesday, February 22, 2017 12:35 PM
To: Thomas C Leitzel (thomas.leitzel@southflorida.edu); Sidney Valentine (Sidney.Valentine@southflorida.edu); Erik Christensen (erik.christensen@southflorida.edu); Lindsay Lynch (LynchL@southflorida.edu)
Subject: Solicitation for One-Stop Operator

**PUBLIC NOTICE
Request for Proposals**

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If you encounter any problems retrieving the RFP, please contact Pat Kozic at pkozic@careersourceheartland.com

Proposals must be received by 3pm ET on March 22, 2017.

Pat Kozic

From: Pat Kozic
Sent: Friday, March 24, 2017 11:54 AM
To: Keith Hayden
Subject: updated board membership
Attachments: 2017 03(March).docx

I've attached a revised board membership listing. I don't know if you would have to replace the entire list or if you can just remove the name, but the only change is that Julia Hermelbracht (DCF) has been removed as she resigned from the board. She will be replaced, but don't know when.

No particular rush – thanks.

Also ... the deadline for submission of proposals for One-Stop Operator has passed (deadline was Wednesday the 22nd). Please remove the RFP from our website and replace it with the following:

Currently there are no open requests for proposals. Please check back periodically for updates.

Thanks!!

**CareerSource Heartland
Request to Serve as One-Stop Operator**

LWDB Number: 19

LWDB Name: CareerSource Heartland

Contact Name: Donna Doubleday, President/CEO

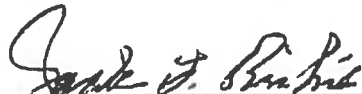
Contact Phone Number: 863-385-3672 x303

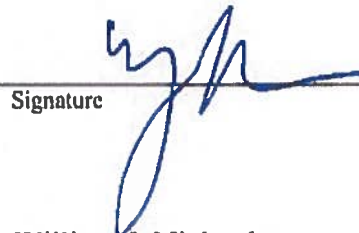
The Local Workforce Development Board submits its application to serve as One-Stop Operator, effective July 1, 2017.

The signatures below certify agreement to the request by the Local Workforce Development Board and the assurance that the Local Workforce Development Board will operate in accordance with applicable federal and state laws and regulations.

Chief Elected Official

Chairman, CareerSource Heartland Board


Signature


Signature

Jack Richie
Name (printed or typed)

William J. Nielander
Name (printed or typed)

**Commissioner, Highlands County
Board of County Commissioners**
Title

Chair, CSH Board of Directors
Title

5-30-17
Signature Date

5-30-17
Signature Date

ATTACHMENT 8
PUBLIC NOTICES

PUBLIC NOTICE OF LOCAL PLAN ON WEBSITE

http://www.careersourceheartland.com/public-notice.html

Convert Select

Page Safety Tools



28 Mar Tips for Businesses

28 Mar CCTI-JRSC

- Home
- About Us
- Employers
- Job Seekers
- Our Partners
- Locations
- Calendar of Events
- Special Event
- Surveys
- Public Notice**

PUBLIC NOTICE

CareerSource Heartland, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, a 501(c)3 organization, has updated the Local Plan, as required, for the operation and delivery of Workforce Innovation and Opportunity Act (WIOA) services at CareerSource Heartland centers in Desoto, Hardee, Highlands and Okeechobee counties. The plan will be available for review for 30 days on the CareerSource Heartland website at www.careersourceheartland.com

Please direct questions/comments regarding the Plan to Kelly Knight at kknight@careersourceheartland.com.

PUBLISHER'S AFFIDAVIT OF
PUBLICATION STATE OF FLORIDA
COUNTY OF DESOTO:

Before the undersigned authority personally appeared Melinda Dickinson, who on oath says that she is an employee of the Arcadian, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a **Public Notice** that was published in said newspaper in the issue(s)

March 1, 2018

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com. Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement.


(Signature of Affiant)

Sworn and subscribed before me this
1st day of March, 2018.


(Signature of Notary Public)



PUBLIC NOTICE
CareerSource Heartland, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, a 501(c)3 organization, has updated the Local Plan, as required, for the operation and delivery of Workforce Innovation and Opportunity Act (WIOA) services at CareerSource Heartland centers in Desoto, Hardee, Highlands and Okeechobee counties. The plan will be available for review for 30 days on the CareerSource Heartland website at www.careersourceheartland.com. Please direct questions/comments regarding the Plan to Kelly Knight at kknight@careersourceheartland.com.
Publish: March 1, 2018
401318 3551185

Personally known OR Produced
Identification

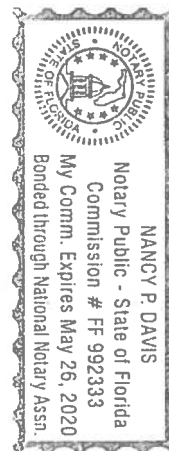
AFFIDAVIT OF PUBLICATION
The Herald-Advocate
Published Weekly at Wauchula, Florida

STATE OF FLORIDA,
COUNTY OF HARDEE

Before the undersigned authority personally appeared Ken Dees
who on oath says he is the Secretary of The Herald-Advocate, a
newspaper published at Wauchula, in Hardee County, Florida; that the attached copy of advertise-
ment, being a Public Notice
in the matter of Career Source Heartland
in the _____ Court, was published in said newspaper in the issues
of March 1, 2018

Affiant further says that the said Herald-Advocate is a newspaper published at Wauchula, in
said Hardee County, Florida, and that the said newspaper has heretofore been continuously published
in said Hardee County, Florida, each week and has been entered as second class mail matter at the
post office in Wauchula, in said Hardee County, Florida, for a period of one year next preceding the
publication of the attached copy of advertisement; and affiant further says that he has neither paid nor
promised any person, firm or corporation any discount, rebate, commission or refund for the purpose
of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 1st day of March
A.D. 2018.
Nancy P. Davis
Notary Public
My Commission Expires May 26 2020.



PUBLIC NOTICE

CareerSource Heartland, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, a 501(c)3 organization, has updated the Local Plan, as required, for the operation and delivery of Workforce Innovation and Opportunity Act (WIOA) services at CareerSource Heartland centers in Desoto, Hardee, Highlands and Okeechobee counties. The plan will be available for review for 30 days on the CareerSource Heartland website at www.careersourceheartland.com

Please direct questions/comments regarding the Plan to Kelly Knight at kknight@careersourceheartland.com. 3:1c

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of The Highlands News-Sun, a daily newspaper published at Sebring, in Highlands County, Florida; that the attached copy of advertisement, being a notice

in the matter of
PUBLIC NOTICE
CAREER SOURCE HEARTLAND
LOCAL PLAN UPDATED

was published in said newspaper in the issues of
FEBRUARY 28, 2018

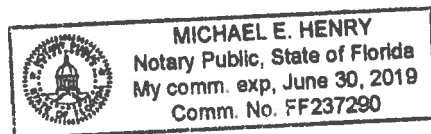
Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 2nd day of March, 2018


_____ Notary Public

(Notary Stamp)



PUBLIC NOTICE

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Please direct questions/comments regarding the Plan to Kelly Knight at kknight@careersourceheartland.com.

INDEPENDENT NEWSMEDIA INC. USA

Okeechobee News
107 SW 17th Street, Suite D
Okeechobee, Florida 34974
863-763-3134

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

Before the undersigned authority personally appeared Katrina
Elsken, who on oath says she is the Publisher of the Okeechobee
News, a three times a week Newspaper published at Okeechobee,
in Okeechobee County, Florida, that the attached copy of
advertisement being a Public Notice

in the matter of Local Plan

in the 19th Judicial District of the Circuit Court of Okeechobee
County, Florida, was published in said newspaper in the issues of

3/4/2018

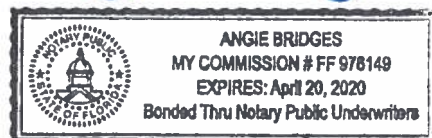
Affiant further says that the said Okeechobee News is a
newspaper published at Okeechobee, in said Okeechobee County,
Florida, and that said newspaper has heretofore been published
continuously in said Okeechobee County, Florida each week and
has been entered as second class mail matter at the post office in
Okeechobee, in said Okeechobee County, Florida, for a period of
one year next preceding the first publication of the attached copy
of advertisement, and affiant further says that she has neither
paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Katrina Elsken
Katrina Elsken

Sworn to and subscribed before me this
5th day of March 2018 AD

Notary Public, State of Florida at Large

Angie Bridges



**ATTACHMENT 9
PUBLIC
COMMENTS/
SUGGESTIONS**

From: [Donna Doubleday](#)
To: [Kelly Knight](#)
Subject: FW: Strategic Plan
Date: Monday, March 5, 2018 12:55:14 PM
Attachments: [template08_sm_fb_512d9bd9-4076-46ce-8dc9-3cd7b4abd1761111.png](#)
[template08_sm_linkedin_c9bdcece-519f-4870-8117-7df640189c7d1111.png](#)

Please see below

Donna Doubleday

President/Chief Executive Officer

CareerSource Heartland

5901 US Hwy 27 South, Suite 1

Sebring, FL 33870

(863) 385-3672 Ext. 303



From: Leitzel, Thomas [mailto:Thomas.Leitzel@southflorida.edu]
Sent: Friday, March 2, 2018 2:52 PM
To: kknight@careersourceheartland.com
Cc: Donna Doubleday <ddoubleday@careersourceheartland.com>
Subject: Strategic Plan

Kelly,

I reviewed the Strategic Plan. It is very well done. I have no suggestions.

(This is an amazing plan – very comprehensive, and yes, I spent time with it ... all 370 pages)
Excellent work!

Tom Leitzel



Thomas C. Leitzel, Ph.D.

President

PHONE: 863-784-7111 | FAX: 863-453-0165

South Florida State College

600 West College Drive

Avon Park, FL 33825

<http://www.southflorida.edu>