



Local Workforce Development Area 19

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Date Submitted: April 22, 2016

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INTRODUCTION

In 1998, Congress signed the Workforce Investment Act (WIA) to impact the national economy through a “customer-focused” workforce development system. WIA guidance indicated that the primary customer of our workforce system is the business community. Businesses create the jobs needed for ultimate success in the local and/or global economies. As a demand-driven system, these are the jobs on which our local workforce system focuses its efforts.

In July 2014, Congress passed the Workforce Innovation and Opportunity Act (WIOA), recognizing that now more than ever, effective education and workforce development opportunities are critical to the country’s economic recovery. WIOA is intended to move the workforce system to the next step, to prepare workers for the 21st century workforce, while helping businesses find the skilled employees they need to compete and create jobs in America. With the implementation of WIOA, CareerSource Heartland (CSH) anticipates a positive impact to our service delivery and our local communities.

A successful career development system must support actions that promote business growth and global competitiveness. It must be centered on the skill sets needed by local businesses, and must provide the means for workers to obtain those skills through education, training and job succession. Successful talent development includes wage progression through rapid attachment to the workforce, continual skill gains, and lifelong learning.

Our workforce, economic development and education systems must reflect the current reality of global competition. In today’s technological environment, companies are establishing a global footprint, enhancing competition and opening new markets. We must continue to address local industry needs, and at the same time, prepare our workforce to compete in the global market.

The workforce board plays an important part in the overall scheme of a successful workforce development system and economic viability. Keep in mind the critical connections among business needs, workforce development, workforce education, and economic development. Workers are the lifeblood of business success, and workforce development is the “people” or “talent” part of economic development.

We strongly encourage the development of local partnerships, to provide seamless services to businesses and jobseekers. Bringing agencies together as partners promotes a common focus for the benefit of the area, while eliminating duplication of services. In times of reduced resources, this stretches and leverages valuable resources for economic viability. It is extremely important for secondary and post-secondary educators, economic developers, businesses, and workforce professionals to collaborate. By working together, we will create the workforce that our local economy demands.

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

Jim Selph, Commissioner
DeSoto County Board of County Commissioners
201 E. Oak St., Suite 201
Arcadia/34266 863-993-4800
j.selph@desotobocc.com

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

Article 1, Section 3 of the CSH By-laws designates the Executive Board Chair as the workforce Local Area's 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 agreement that has been executed to define how the parties will carry out the 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 Bylaws established by the CEO to address the 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 members;

Please see item number 7 of the aforementioned 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 the term appointments will be staggered to ensure only a portion of membership expire in a given 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.

b. Education and Training Provider (ETP: Other (ETPO) Secondary Education: One (1) representative. The District Superintendent, or his/her designee, from each School District within the local area will serve on a rotational basis, each for a one-year term.

Adult Education and Literacy (ETPA: One (1) representative.

A designee from the local providers of these services will serve on a rotational basis, each for a one-year term.

- c. Government Representative/Economic Development (GRED): Two (2) members
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. Seating will be on a rotational basis for a one-year term each.

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.

- iii. The process to notify the CEO of a board member vacancy to ensure 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 that will be used when a board member is unable to attend a meeting and assigns a designee as per the 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, that will be 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;

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): Seventeen (17) members – 51% majority. Representatives should be owners of a business, or other individuals with optimum policy-making or hiring authority. Business members must have employment opportunities that reflect those available within the local area. Individuals must be nominated by business organizations and/or business trade associations.
- b. Education and Training Provider (ETP): Four (4) members.
- i. Institution of Higher Learning (ETPC) – Post-Secondary Education: One (1) representative
 - ii. Other (ETPO) Private For-Profit Training Provider: One (1) representative
 - iii. Other (ETPO) Secondary Education: One (1) representative.

The District Superintendent, or his/her designee, from each School District within the local area will serve on a rotational basis, each for a one-year term.

iv. Adult Education and Literacy (ETPA: One (1) representative.

A designee from the local providers of these services will serve on a rotational basis, each for a one-year term.

Note: At the discretion of the CSH Board of Directors, a Private Not-for-Profit Training Provider (ETPO) – if one becomes available – may be seated by replacing a member from one of the “Other” ETPO positions.

c. Government Representative/Economic Development (GRED): Two (2) members
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. Seating will be on a rotational basis for a one-year term each.

d. Government Representative/Vocational Rehabilitation (GRVRD): One (1) representative from programs carried out under Title I of the Rehabilitation Act of 1973, other than section 112 or Part C.

e. Additional Government, Workforce, and Community-Based Organizations: Six (6) members

i. Organization for individuals with Disabilities (WOD) – 1 member

ii. Veterans Organization (WOV) – 1 member

iii. Florida Department of Children & Families (GRO) – 1 member

iv. Public Housing Authority/HUD (GRO) – 1 member

v. Organization for Migrant and Seasonal Farm Workers (GRO) – 1 member

vi. Senior Community Service Employment/SCSEP (GRO) – 1 member

f. Workforce Labor Organization (WOLO): Two (2) members

Representatives must be nominated by local labor federations. If no local employees are represented by such organizations, other representatives of employees can be considered for this category.

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 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.

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 considered by the Board, as deemed 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.

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
GREDE	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 Inter-local 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 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 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.

E. Provide a description of how the CEO was involved in the development, review and approval of the plan.

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 William (Bill) J. Nielander, P.A., Nielander Law Firm, 172 E. Interlake Blvd., Lake Placid, FL 33852, 863-465-8181.

B. Provide a description of how the LWDB was involved in the development, review, and approval of the plan.

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, Migrant Seasonal Farmworker and Agricultural Programs including the Farmworker Career Development Programs, Veterans Services, Carl Perkins 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. As our approach is ongoing, 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 the State's WIOA Task Force. CSH By-laws and board membership have been reviewed and updated. Members of partner agencies, clients, and the public at large regularly attend meetings and were 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.

The Local Plan draft was shared with Board members in late March. Members were 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 20, 2016 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 has been 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 the agreement that describes how the entity will carry out its multiple responsibilities including how it will develop appropriate firewalls to guard against any conflict of interest.

Please see Attachment 1 – the Heartland Workforce Investment Consortium Interlocal Agreement – and Attachment 3 – CSH July 8, 2014 letter to CSF requesting extension of authorized designation as Direct Service Provider, approved by the CSF Board of Directors on August 28, 2014.

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 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 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 full-service and other service delivery points).

CSH operates four fixed Career Centers, one in each of the four counties that comprise Local Workforce Development Area (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.

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 24/7 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, with the exception of youth services, which are contracted following a competitive procurement process.

CSH intends to continue direct service provision and is awaiting further guidance from CSF and the Department of Economic Opportunity (DEO) concerning necessary actions that must be taken to ensure compliance with WIOA.

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, please provide the required attestation that at least one comprehensive one-stop center in your local area meets 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. The 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. 491-2(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. 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 general public during regular business days which is 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

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

Most 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.

Combined food preparation and serving workers, including fast food, is the top existing demand occupation, with 1,037 projected total job openings between 2015 and 2023.

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

Two of the top 15 existing demand occupations are in the healthcare occupations of nursing assistants and registered nurses, which have a relatively high turnover rate and will continue to experience employment growth as a result of the increasing demand for healthcare services, driven by population growth and aging, expanding insurance coverage, and technological change.

TOP 15 EXISTING DEMAND OCCUPATIONS

(ranked by total job openings)

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

Rank	Occupation		2015 - 2023			2015 Hourly Wage (\$)				
	Code	Title	Employment 2015	Employment 2023	Total Job Openings*	Level Change	Percent Change	Median	Entry**	Exp***
1	353021	Combined Food Preparation and Serving Workers, Including Fast Food	2,234	2,545	311	13.9	1,037	9.27	8.84	9.89
2	412031	Retail Salespersons	2,045	2,292	247	12.1	817	10.02	8.81	13.71
3	452092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	3,191	2,960	-231	-7.2	780	10.11	8.78	11.40
4	412011	Cashiers	1,690	1,774	84	5.0	704	9.33	8.84	10.26
5	434051	Customer Service Representatives	1,255	1,375	120	9.6	391	11.44	8.89	13.51
6	439061	Office Clerks, General	1,560	1,668	108	6.9	369	10.95	8.92	13.20
7	119013	Farmers, Ranchers, and Other Agricultural Managers	2,758	2,704	-54	-2.0	354	40.70	25.02	48.68
8	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	1,251	1,401	150	12.0	334	9.40	8.81	11.22
9	311014	Nursing Assistants	1,087	1,252	165	15.2	327	10.73	9.26	11.74
10	436014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	1,427	1,611	184	12.9	321	14.12	10.07	16.77
11	291141	Registered Nurses	1,046	1,208	162	15.5	319	28.69	23.84	32.42
12	353031	Waiters and Waitresses	683	725	42	6.2	310	9.08	8.72	12.78
13	411011	First-Line Supervisors of Retail Sales Workers	971	1,043	72	7.4	240	18.91	13.25	24.19
14	373011	Landscaping and Groundskeeping Workers	766	844	78	10.2	233	10.78	9.55	11.82
15	533032	Heavy and Tractor-Trailer Truck Drivers	974	1,083	109	11.2	232	13.73	11.47	15.55

* 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, October 2015

Emerging Industries

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

Top Emerging Industries

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

Industry		Employment		2015 - 2023 Change	
Code	Title	2015	2023	Total	Percent
5415	Computer Systems Design and Related Services	107	144	37	34.6
6215	Medical and Diagnostic Laboratories	48	63	15	31.3
5416	Management, Scientific, and Technical Consulting Services	126	162	36	28.6
6111	Private Elementary and Secondary Schools	187	237	50	26.7
6214	Outpatient Care Centers	535	677	142	26.5
6117	Educational Support Services	26	32	6	23.1
5239	Other Financial Investment Activities	23	28	5	21.7
5413	Architectural, Engineering, and Related Services	295	349	54	18.3
5419	Other Professional, Scientific, and Technical Services	202	238	36	17.8
6213	Offices of Other Health Practitioners	441	515	74	16.8
8129	Other Personal Services	35	40	5	14.3

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, October 2015

Emerging Occupations

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

The largest top emerging occupation in the healthcare industry sector is registered nurses, with employment in 2015 of 1,046 and a projected eight-year growth rate of 15.5%.

The top two emerging occupations in the professional services industry sector are computer network architects and civil engineers.

Energy-related sales representatives, recycling and reclamation workers, and solar thermal and weatherization installers and technicians are the top three emerging occupations in the clean tech industry sector. Energy sales representatives buy or sell energy products on behalf of residential or commercial customers or utilities and negotiate and oversee contracts for energy sales. Recycling and reclamation workers sort and prepare materials for recycling, identify and remove hazardous substances, and dismantle components of disused appliances. Solar thermal and weatherization installers and technicians install or repair thermal energy systems designed to collect, store, and circulate solar-heated water for residential, commercial, or industrial use.

The growth in the construction industry sector of the emerging occupation first-line supervisors of construction and extraction workers is related to increasing residential and commercial use of solar photovoltaic or thermal systems.

A top emerging occupation in the manufacturing industry sector is fuel cell technicians. That occupation involves installing, operating, or maintaining integrated fuel cell systems in transportation, stationary, or portable applications.

Transportation, storage, and distribution managers is the top emerging occupation in the logistics and distribution industry sector, as a result of technological advances in the field of logistics. The number of persons employed as logistics managers, which is a specialty within the transportation, storage, and distribution managers occupation, is projected to increase.

The top two emerging occupations in the education industry sector are instructional coordinators and tutors. Instructional coordinators develop instructional material, coordinate educational content, and incorporate current technology in specialized fields that provide guidelines to educators and instructors for developing curricula and conducting classes. Tutors provide non-classroom academic instruction to students on an individual or small-group basis for proactive or remedial purposes.

Top 15 Emerging Occupations
(ranked by percent growth)

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

Rank	SOC Code	Title	Employment		2015 - 2023		Industry Sector Linkage	2015 Hourly Wage (\$)		
			2015	2023	Level Change	Percent Change		Median	Entry*	Exp**
1	173029	Fuel Cell, Manufacturing Production, Photonics Technicians	8	10	2	25.0	Manufacturing	NA	NA	NA
2	292099	Neurodiagnostic and Ophthalmic Technologists, Surgical Assistants	41	49	8	19.5	Healthcare	14.89	12.94	16.99
3	471011	First-Line Superv. of Construction and Extraction Workers	168	200	32	19.1	Construction	22.18	19.93	25.09
4	474099	Solar Thermal and Weatherization Installers and Technicians	132	156	24	18.2	Clean Tech	13.65	10.74	16.12
5	113071	Transportation, Storage, and Distribution Managers	19	22	3	15.8	Logistics and Distribution	48.70	32.77	77.46
6	291069	Hospitalists, Nuclear and Preventive Medicine Physicians	32	37	5	15.6	Healthcare	82.89	22.13	100.76
7	291141	Registered Nurses	1,046	1,208	162	15.5	Healthcare	28.69	23.84	32.42
8	151143	Computer Network Architects	66	76	10	15.2	Professional Services	21.80	17.45	26.62
9	519199	Recycling and Reclamation Workers	188	215	27	14.4	Clean Tech	9.85	8.97	11.07
10	413099	Sales Representatives, Energy-Related	212	242	30	14.2	Clean Tech	23.64	15.10	30.13
11	131199	Security Management and Sustainability Specialists	250	285	35	14.0	Healthcare	27.74	19.52	33.81
12	253099	Tutors	105	118	13	12.4	Education	NA	NA	NA
13	391021	First-Line Supervisors of Personal Service Workers	58	65	7	12.1	Other Services	21.56	11.83	24.88
14	259031	Instructional Coordinators	91	101	10	11.0	Education	21.05	16.75	26.04
15	172051	Civil Engineers	30	33	3	10.0	Professional Services	32.58	26.59	37.54

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

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

NA - Not available for this occupation

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, October 2015

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 regard to core competencies, and needs to demonstrate adaptability in terms of new processes and technology.

For our Existing Demand Occupations, employers in our region are predicted to face a labor force supply shortfall of some 75 positions in Combined Food Preparation and Serving Workers, including Fast Food, and 26 positions for Waiters and Waitresses according to DEO's supply and demand tool. In addition, local employers are expected to face a supply shortage of some 139 positions for Retail Salespersons and Cashiers.

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 a number of 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 training 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 1.1 percentage points over the year to 7.3 percent in September 2015. Since the trough of the Great Recession (unemployment rate = 10.8 percent), the unemployment rate has decreased by 3.5 percentage points. The labor force has been declining in recent years (September 2015 labor force = 35,376). In addition, the number of unemployed persons has been declining in recent years (September 2015 unemployed persons = 2,589) and the number of employed persons has remained fairly constant (September 2015 employed persons = 32,787).

Persons with Barriers to Employment

The most recent information on unemployment rates for persons with barriers to employment is for 2013. The LWDA 19, 2013 unemployment rate was 27.0 percent for disabled persons, 14.0 percent for American Indians and Alaska Natives, 45.7 percent for Native Hawaiians and Other Pacific Islanders, and 10.6 percent for persons 55 and older.

Education of the Workforce

In 2013, the most common educational attainment level of LWDA 19 workforce participants from 25 to 64 years old was high school diploma (including equivalency) at 35.3 percent, followed by some college or Associate's degree at 26.4 percent, and then less than high school diploma at 24.4 percent. 13.9 percent of workforce participants had attained a Bachelor's degree or higher.

Employment by Government

In September 2015, the employment was 4,400. The over the year change in September 2015 (+100 jobs, +2.3 percent) was 200 more when compared to September 2014 (-100 jobs, -2.3 percent). The number of jobs in this sector has been trending upward over the past year.

- (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 §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 in an effort 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 through the use of 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 in an effort 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 make a determination of 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 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 two youth provider programs who serve at risk in-school and out-of-school youth by providing work readiness training and the soft and hard skills youth need to obtain and maintain value-added employment in this local service area.

CSH youth 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 introduces the youth participant to the world of work, and includes 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, local chambers of commerce's, 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 agencies and partner agencies that offer and specialize in serving youth. These partnerships help ensure that certain skill levels are attained by the youth as a result of 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 providers work closely with the local educational facilities to assist youth participants in identifying and locating funding for advanced training opportunities. The providers

also work closely 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.

LOCAL WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

(1) Please 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) in order 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 in order 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) Please 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 initial memoranda of understanding designed to enhance service delivery, avoid duplication of service, promote customer service, and facilitate effective alignment of available resources. We are currently in discussion with representatives from the Division of Blind Services to establish stronger understanding of each other's services and to develop 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 in order 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 a number of initiatives/organizations including: The Homeless Coalition; Transportation Disadvantaged; Juvenile Justice Advisory Councils; DCF Community and District meetings; Highlands and Hardee County Prosperity Partnerships; Ridge Area Arc; Highlands County Industrial Development Authority/Economic Development Commission; Hardee County Economic Development Authority; Okeechobee Executive Roundtable; and Heartland Regional Transportation Planning Organization-Citizens Advisory Committee. 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) Please 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 recently 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) Please 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.

For the provision of services, targeted groups are included in the universal population of job-seekers. All career and training services are available to those determined eligible as universal customers. The mix of services provided to a customer depends on his/her needs and choices, and on the eligibility of the individual. Our Career Centers are organized so that customers access a resource room and self-directed career services first, and progress to more staff-assisted services as needed to secure employment.

To enhance service delivery to individuals with disabilities, CSH works closely with Ridge Area Arc; DVR; and DVR subcontractors such as Red Lion. DVR is collocated in two of our Career Centers, promoting close communication and service plan development. The Arc and Red Lion provide additional support appropriate to individuals' needs, and utilize our centers to maximize work readiness and job placement of consumers, further enhancing communication and service delivery.

A CSH staff member attends and participates in Homeless Coalition meetings, in an attempt to identify and provide services to Veterans, Veterans with Special Barriers to Employment (SBEs) or others having disabilities.

CSH is establishing relationships with the Division of Blind Services to enhance work-related services to individuals with bi-lateral visual impairment.

Our designated Equal Opportunity Officer ensures that all applicable non-discrimination and equal opportunity laws and processes are followed. CSH provides staff training on effectively serving individuals with disabilities, as well as on the prohibition of discrimination on the basis of race, color, creed, national origin, sex, religion, age, political affiliation, pregnancy, citizenship status of lawfully admitted immigrants, gender identity, sexual orientation, or connections to groups associated with people of a certain sex.

All CSH Career Centers feature accessible computer workstations and adaptive equipment to provide equitable and flexible use, and simple, intuitive use for persons with disabilities. Self-paced programs and software are available. Adaptable equipment is integrated into the resource rooms to accommodate individuals with vision or hearing disabilities. Adequate space is provided to accommodate individuals in wheelchairs, those with assistive devices, or customers with service animals. An interview room with Skype access is available to provide job seekers who experience mobility or transportation challenges the opportunity to participate in remote job interviews anywhere internet access is available.

(5) Describe the process used to develop your area's vision and goals, including a description of the 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 five years old, comparison of current data to that which was presented in 2010 is similar, and 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.

These activities incorporated a number of 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 in an effort 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 LWDA's 17, 18, and 24.
- Independently, and also in cooperation with South Florida State College and with local Chambers of Commerce, we have conducted various surveys to assess the needs of local businesses.

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, Ridge Area Arc, 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. Our strategic planning partners aim 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 in order 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 region. 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, 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)

Please see #5, above. 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.

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

Negotiated measures for local levels of performance for the upcoming program year are not yet known. Our negotiated common measures for 2015-2016 are as follows:

Adult Entered Employment Rate	88.55%
Adult Employment Retention Rate	88.10%
Adult 6 Months Earnings	\$17,000.00
Dislocated Workers Entered Employment Rate	88.00%
Dislocated Workers Retention Rate	88.00%
Dislocated Worker Average 6 Month Earnings	\$12,431.85
Youth Placement in Employ/Education	92.50%
Youth Attainment of Degree/Certificate	92.50%
Youth Literacy and Numeracy Gain	71.60%
Wagner Peyser Entered Employment Rate	61.50%
Employment Retention Rate	71.60%
Wagner Peyser Average 6 month Earnings	\$10,500.00

(8) Please 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, WIOA Youth services are provided through contracted service providers.

Federal and State negotiated performance measures are compared to actual performance data in an effort 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 and certified public accounting firm
- d. Ongoing assessment of labor and economic data and trends

In addition, an independent certified 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) Please describe the definition of "self-sufficiency" utilized 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 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 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: Please describe how individualized career services will be coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area will coordinate with these programs to prevent duplication and improve services to customers. TEGL 3-15

As a result of our long-standing relationships with our Adult Education and Literacy, Division of Vocational Rehabilitation, and other community partners, CSH has been pro-active in the development of 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 in order 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: Please provide a description of how the local board will coordinate 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 promote entrepreneurial training and microenterprise services. WIOA §108(b)(4)(iii)

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 region. 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. CSH staff regularly attends the meetings of the Hardee County Industrial Development Authority/Economic Development Commission, and is in regular communication with the economic development organizations in DeSoto and Okeechobee 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 on a daily basis 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: Please describe how the local board will coordinate 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 these MOUs for additional information on efforts to coordinate strategies and avoid duplication of services.

CSH and our local secondary 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 Targeted Occupations List (TOL). Consumer choice is strongly supported and promoted, since the majority of 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 in an effort 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.

Please see our MOUs (Attachment 5) and our Training Vendor Agreements (Attachment 6) for additional detail.

(4) Coordination of transportation and other supportive services: Please describe how the local board will coordinate 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)(10)

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: Please provide a description of 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)(10)

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 Marketplace; 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 Marketplace; 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: Please describe how the local board will coordinate 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 will carry 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.

(7) Cooperative Agreements: Please provide a description of the replicated cooperative agreements (as defined in WIOA section 107(d)(11)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29U.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 will 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 are a high priority for CSH. We have existing Memorandum's of Understanding (MOU) with numerous partners to include Vocational Rehabilitation. We are in the process of establishing agreements with 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 Ridge Area Arc and the Division of Vocational Rehabilitation 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 reviewed 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. Is each of the required WIOA partners included in your one-stop delivery system? Describe how they 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, 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.

Of the programs not administered by the LWDA:

The CSH Board of Directors membership mandates a seat for a representative from each the following organizations, thus allowing for regular input into the strategic planning and implementation efforts of our local workforce system: Division of Vocational Rehabilitation (DVR), Senior Community Service Employment Program (SCSEP), and programs representing Adult Education and Literacy and Carl D. Perkins Career and Technical Education Act. In addition, the Executive Director of the Avon Park Housing Authority (HUD sponsored programs) and the Deputy Director of Florida Non-Profit Housing Migrant Seasonal Farmworkers) occupy CSH Board seats, professionally representing their programs/populations. A representative from the Department of Children and Families is also a current CSH Board member.

DVR is presently collocated in one, and soon to be collocated in a second, of our Centers. SCSEP is collocated in one Center.

CSH has MOUs in place with:

- the Agriculture and Labor Program, Inc. (ALPI), the provider of employment and training activities through the Community Services Block Grant under 42 U.S.C.
- The Farmworker Career Development Programs operated through Indian River State College and South Florida State College and serving Migrant/Seasonal Farmworkers

Job Corps and Native American programs do not have a local office or representative, but they are linked to CSH via technology.

Although there is no formal agreement in place for services authorized under section 212 of the Second Chance Act of 2007, CSH has established strong partnerships with the Florida Departments of Law Enforcement and Corrections. It is through these partnerships that these organizations have a voice in planning and implementation. We have established referral processes which include releases of information, allowing for open communication and follow-up and promoting stronger job-search support for ex-offenders. We regularly participate in re-entry sessions coordinated by local correctional institutions, offering soon-to-be released offenders information on services available through the workforce system. CSH staff also serves as the liaison between employers and ex-offenders for Federal Bonding applications.

CSH has a resource-sharing agreement in place with Ridge Area Arc, an organization focused on promoting independence and employment of individuals with developmental and other disabilities. The Executive Director is a current Board member who regularly participates in planning and implementation strategy development.

B. Identify any non-required partners included in the local one-stop delivery system.

Please see above response and copies of all executed MOUs, Attachment 5.

C. The LWDB, with the agreement of the chief elected official, shall develop and enter into a memorandum of understanding between the local board and the one-stop partners. Please provide a copy of any 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, will 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 regarding 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. Please describe how entities within the one-stop delivery system are utilizing 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. Please describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, through the use of technology and through other means. WIOA §108(b)(6)(B)

Our mobile device-friendly website has links to EFM, local labor market statistics, and frequently highlights the latest available service offerings to our clients. In addition, we make extensive use of social media applications, such as Facebook and LinkedIn, 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: Please describe how one-stop career centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act 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 EFM (EmployFlorida Marketplace) 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. Staff is in the process of updating the WIOA program orientation as well as a few basic workshop presentations, which will be posted on the website upon completion and translation.

CSH promotes and makes available online skills programs (i.e. Alison, GCF Learning) that offer a full line of narrated 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 large number 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 is in transition mode, working diligently toward offering additional services in a virtual or electronic format.

(4) Competitive Selection of OSO: Describe the steps taken or to be 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. We are awaiting additional guidance from CSF and DEO regarding competitive process for the selection of a one-stop operator. Once further direction is received, CSH will adhere to those requirements.

(5) System Improvement: The state's certification policy has not been finalized by the state workforce board. Following its completion and issuance, please describe any additional criteria or higher levels of service than required in order to respond to labor market, economic and demographic conditions and trends in the local area. WIOA §108(b)(6)(A)

CSH is awaiting additional guidance and the final draft of the state's certification policy. Once this information is received, CSH will review, and additions to this section will be made as appropriate.

DESCRIPTION OF PROGRAM SERVICES

(1) System description: Please describe the local workforce development system. Identify the programs that are included in the system and how the local board will work with the entities carrying out core programs and other workforce development programs to support alignment in provision of services, including 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 State 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
- Reemployment Services and Eligibility Assessment Program
- Local Veterans Employment and Disabled Veteran's Outreach Programs
- Senior Community Service Employment Program

The local school districts 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: Please provide a description of the competitive process to be 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 the use of 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: Please describe how the local board, working with entities carrying out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable). 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.
- A Disabled Veteran Outreach Program (DVOP) Specialist provides intensive case management, and employment and training services to Veteran's with significant barriers to employment.
- Bi-lingual staff (Spanish/English) is available to communicate with our Spanish speaking customers.
- Area correctional institutions are well 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 employer request and work with partners to publicize the events to all populations, including individuals with barriers.

CSH maintains a website with access to EFM 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 counselors 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 plans to better align its resources to support and meet the training and employment needs of key industry sectors in the local area. Describe policies adopted or planned for aligning 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.

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 will identify and work with key industry partnerships where they exist within the local area, and coordinate and invest in partnership infrastructure where they are not yet developed. WIOA §134(c)(1)(A)(iv)

CSH has established a number of partnerships. Partners' roles have been discussed throughout this document and are further specified in MOUs.

CSH actively participates in local strategic partnerships specific to key components that affect the workforce and economy of the local area. With commitments and direct involvement in each agency, we strive to continuously identify workforce challenges and develop solutions to create a skilled talent pipeline as well as enhancing economic development.

AARP, The Arc, CFRPC, and DBPR are collocated in our career centers to promote service delivery to targeted populations. Additional partners include Department of Juvenile Justice, Department of Children and Families, and various community organizations representing disabled individuals, Migrant Seasonal Farmworkers, homeless individuals, and Older Workers. MOUs, RSAs, and Partner Agreements have been established outlining the specific activities of each partner. Mandatory partners are linked via technology.

(6) In-demand training: Describe the process utilized by the local board to ensure that 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)

CSH staff receives the Regional and State Demand Occupations list annually from DEO. Staff compares the regional list with locally available training programs, historical employment needs and employer requests. CSH's Board of Directors and staff, educational representatives, economic development representatives, Chambers of Commerce, and local businesses are all asked to provide input on potential training programs needed to ensure current initiatives, area business recruitment goals, and business retention needs, are being addressed. Once the list has been reviewed, a final Eligible Training Provider List with the training programs for each provider is presented to the CSH Board of Directors for approval.

(7) Employer Engagement: Please describe the strategies and services that will be 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;
- 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 region.

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 alluded, 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 skill 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 region.

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 region 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.

Local businesses face significant challenges on a daily basis 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 tri-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 to provide 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 Marketplace 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) may be an available 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 and IWT grants 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, Enterprise Zone incentives, 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 Specialist 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. Develop, implement, and maintain an effective Professional Placement Network for our local service area.

11. 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.

12. 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.

(7) Priority for Services: Describe the local policy and procedures that have been established to give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services and training services in the Adult program.

CSH's priority of services is established for Veterans, Veteran's 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 that 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.

(8) Training Services: Please describe how training services will be provided, including, if contracts for training services are to be used, how such contracts will be 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 Targeted Occupations List. Training vendor agreements will be used for training programs approved annually based on occupations listed on the Targeted Occupations List. The amount of an ITA may be increased or decreased depending on the needs of the customer, but may not exceed the lifetime cap. CSH will seek 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.

(9) Customer choice process: Describe processes utilized by the local board 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 Counselors provide career assessment and career counseling services to assist customers in developing their career pathways. Customers will work with Career Counselors 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.

(10) Individual training accounts: Describe the process and criteria for issuing Individual Training Accounts. 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 \$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 ITA.

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 youth training.

(11) Microenterprise and Entrepreneurial Training: Please describe mechanisms that are currently in place or will be in place to provide microenterprise and entrepreneurial training, and 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.

(12) Enhancing Apprenticeships: Please describe how the LWDB enhances the use of apprenticeships to support the local economy and individuals' career advancement. Describe how job seekers are made aware of apprenticeship opportunities in the area's career centers. TEGL 3-15

Apprenticeship opportunities are limited in this local area. At this time, 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 will offer support and provide input as needed to entities looking to expand apprenticeship opportunities.

(13) Other Program Initiatives: Describe the services to be provided that may include the implementation of 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 in the support of 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 Regional Targeted 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 Targeted 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.

(14) 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, through the system and ensure that such providers meet the needs of local employers, workers and jobseekers. 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.

(15) Youth Program Design: Describe the design framework for youth programs in the local area, and how the 14 program elements required in §681.460 of the proposed WIOA regulations are to be 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. Definition of 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 well enough 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. Definition of “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.

REGIONAL PLANNING ANALYSIS

The Workforce Innovation and Opportunity Act (WIOA) provides for a new regional planning process designed to promote alignment with economic development and education, improved services to employers, workers and job seekers, improved performance in the delivery of workforce services and more efficient delivery of services through coordinated administrative arrangements. The CareerSource Florida Network and its partners have a unique opportunity to engage in regional planning in order to meet the goals of both WIOA and, more importantly, Florida's vision for talent development.

Please describe your strategy toward analyzing potential WIOA planning regions as defined in WIOA section 106(a)(2). Such strategy should include, but not be limited to:

- (1) An analysis of the regional economy, labor market areas, and industry sectors in a region that include your local area.

The CSH region is comprised of DeSoto, Hardee, Highlands and Okeechobee counties, an area that has been designated as part of the South-Central Rural Area of Opportunity (RAO). The land area in square miles totals 3,060. Based on the 2014 population estimates by the United States Census Bureau, this equates to 66.3 persons per square mile. In the 2014 population estimates, the population of LWDA 19 was 202,852.

The total estimated labor force in LWDA 19 was 75,853 in 2014, representing 37% of the population. The remaining population's largest component is residents over age 65, comprising 20.75% of the total population. The 2014 population estimates indicate that 36,053 individuals in the region are receiving social security benefits.

Economically, the region has an average per capita income of \$17,480 with an average median household income of \$41,575. The numbers are 66% and 73.0% respectively of the State of Florida's data. Additionally, the population at or below the poverty level is 27.1%. While these numbers are reflective of the region, the poverty level nationally is almost a mirror of the three counties, and indicative of the recessionary period occurring in the past three years.

The region's industrial composition is predominately based on agriculture and service-providing occupations. The four industries shown in the chart of Regional Major Employing Industries – Agriculture, Health Care, Retail, Education – account for over two-thirds of the regions employment. With the exception of Health Care and Social Assistance and Education, the skill sets required in these industries are minimal.

In the short term, local industry sectors are in a recovery mode. Anticipated hiring in Healthcare and Retail are believed to have the most activity, based on the State's Supply and Demand reports.

Looking forward through the year 2023, a small growth in employment (8.7% from 2015) is projected. Occupations anticipated to grow are in the Construction & Extraction Occupations (20.2%), Healthcare Practitioners and Technical Occupations (16.7%), and Computer and Mathematical Occupations (14.4%).

While much can be made of the rural nature of our four counties, and the effect on our well-being, the future does hold promise of increased productivity and economic diversity. Sustainable bio-fuels, improved inter-modal transportation, and international trade appear to be nearing fruition as our area expands into the global economy. Information and Broadband technologies and services now being established in the area will increase our ability to communicate globally. All of these factors should improve our region from workforce, education, business, and environmental viewpoints. Several projects, including an Enterprise Florida Catalyst Project, expect to produce growth in manufacturing, construction, aviation, health and life sciences, finance, and product distribution. Major airport

expansion is planned, in addition to expansion of local industrial parks, resulting in a more diversified economy.

Additional statistics that reflect strongly on the region include the large portion of Hispanic (25.5%) population. The remaining populations are predominately White (64.7%) and Black (9.5), as an average in the area. Ratios of gender are about equal, with 51.6% of the population being male, and 48.4% female. With a large veterans population of 19,555 (9.7%), only 6,306 (32%) are of workforce age, again reflecting the age factor of the population.

A high school diploma or General Educational Development Diploma (GED) is the minimum standard to obtain employment for all but the lowest service sector jobs. Additional skills such as reading for information, applied mathematics, locating information, writing, computer operation and other specific skills, including soft-skills, are necessary for most continued employment. Technical skills, including some certifications, are required for many jobs in manufacturing, construction, finance, healthcare, and aviation. CSH will continue to work with the Economic Development councils and commissions, local school boards, Chambers of Commerce, and Education partners to develop programs that will provide the skills necessary to establish employment pipelines for current, expanding, and new businesses in the region.

The USDA Atlas of Rural and Small Town America indicates the educational achievement levels for the region. Those with no High School diploma (28.45%) and those with a High School diploma (36.75%) constitute the local culture of the area. These high percentages reflect strongly on the ability to retain or attract advanced skill industries into the region. Those with some college education (17.85%) or a Bachelor's degree or higher (13.18%) are subject to migration to urban areas for employment. A major challenge facing education in the region is to educate and credential graduates in both the secondary and post-secondary populations. CSH is collaborating with educators through WIA youth programs, specialized training programs, and skills upgrades when feasible to alleviate this challenge.

The required skill levels for success in specific jobs are rapidly increasing. Employers repeatedly indicate that today's workers often lack even the basic soft skills needed to meet the demands of the current workforce. Declining funds in the Workforce Development System jeopardize the stability of the local delivery system. High school and community college students are not enrolling in the math and science courses needed for the emerging workforce, suggesting the workforce pipeline will not meet the skill requirements of the future without new direction.

In response to the voice of business and the expected skill set requirements of emerging jobs, CSH is partnering with education, employers, and economic development to create a continuum of services that recruits and trains workers to meet the local demands. Some skills shortages can be alleviated by upgrading currently employed workers through customized training opportunities. Other skills gaps may be alleviated through the provision of work-based or on-the-job training. Our current partnerships, along with the significant contributions of industry specific advisory committees, will assist CSH in investing workforce efforts toward successfully meeting current and emerging local workforce needs.

One of the major differences in our region as compared to our urban neighbors is the size of our businesses. With minimal manufacturing in the region, businesses with less than 10 employees account for 78% of the employers. The skill sets required are typically minimal in small business. The few employers that have more than 10 employees are related to agriculture, education, medical or public service occupations. Local employment is impacted by economic cycles tied to the services and agricultural industries. The decline in housing sales has negatively impacted the construction industry. Regional unemployment typically meets or exceeds statewide averages. Many available jobs offer low wages and few, if any, benefits. There is a critical need in this region for high-skill, high-wage jobs that offer benefits and upward mobility.

While small businesses may be viewed by some as a weakness, it is also one of the region's strengths. With a strong entrepreneurial spirit exhibited in developing a business, new ventures find an environment friendly and conducive to assisting with company growth. This growth potential will be key to the improvement of a skilled workforce and its subsequent economic growth. Efforts are being made to identify the area's non-traditional worker, (i.e. older workers, disabled, youth, etc.) and link these workers with employers. The wide range of services available through Career Centers is crucial when dealing with workforce shortages. Resources include employee recruiting, customized training, targeted career fairs, workshops, business seminars, and retention support strategies.

(2) Specific milestones and timelines for consultation with:

A. Other local workforce development boards

CSH attended a "Super Region Planning session" in cooperation with Local Workforce Development Areas (LWDA) 17 and 18 on April 9, 2015. This multi-region plenary session resulted in the recognition that, but for minor differences, the philosophies, goals and areas of importance are similar across our local areas. Since the initial meeting, LWDA 17 has joined our "super region."

Among our four LWDAs: numerous joint economic development analyses have already occurred and strategies are in place; commuter patterns are shared; areas are contiguous, sharing labor market similarities. The Directors of the four entities met in January 2016, to discuss the plan and local initiatives. A follow-up meeting is planned for April, 2016, with continued meetings to occur quarterly. Our current plans include discussion and collaboration on the following topics:

1. Sharing responsibility to transfer anticipated unused funds among regional partners instead of sending back to DEO. The goal would be to ascertain the need for funds with regional partners first. If not needed, then extend to DEO to offer to all boards.
2. Review cap rates for various training to determine the necessity of merging structure if appropriate.
3. Collaborate to establish a Regional Targeted Occupations List and Eligible Training Providers.
4. Review opportunities to cost share/bulk order supplies for maximum efficiency and benefit.
5. Collaborate on workforce supply for new and expanding business.

As action is completed on the above items, we anticipate continued collaboration and the addition of new discussion and planning issues.

It is important to note that our four LWDAs have been informally collaborating for years, in support of business and job seeker needs and economic development priorities.

B. Local elected officials;

Since June 24, 2015, and ongoing, our LEOs have been kept apprised of the focus of WIOA, the implications to the Board and local area, developments and recommendations of the WIOA Task Force, and guidance disseminated by CSF and/or DEO. This information has been provided in Board meetings and via periodic email communications. Concerning Planning Regions, they have been informed of the preliminary meetings that have been held with LWDAs 17, 18, and 24. They were made aware that currently, each LWDA is designated as a planning region, encouraged to identify ways to establish regional strategies for service delivery, sector strategies for in-demand industry sectors, coordination of services, and pooling of administrative costs as appropriate.

C. Economic development organizations;

In this LWDA, three of our four county economic development organizations have representation on the CSH Board, either by full membership or through the Business Enhancement Committee (BEC) Community membership. The Sebring Airport Authority also has representation via the BEC Community group. By virtue of their Board membership/relationship, they have been kept involved in the same manner as our Local Elected Officials. Our strong partnerships with local area economic development organizations help us stay abreast of the needs of current and potential local employers.

Florida's Heartland Regional Economic Development Initiative (FHREDI) commissioned a Comprehensive Community Assessment study in an effort to maximize regional competitiveness for business investment. This study incorporated data from counties located in two of the LWDA's in our working planning region. The overarching recommendation focused on the need to better prepare our regional workforce to meet the current and emerging demands of business.

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 (inclusive of three of the four LWDA's in our working planning region).

- 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.

These activities incorporated a number of 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.

Locally, we will continue to utilize the results of these initiatives as we address regional planning.

D. Core and mandatory one-stop partners for potential regional implications;

Locally, our core and mandatory one-stop partners have representation on the CSH Board either through full membership or via CSH Board Committee Community membership, and have been kept involved in the same manner as our Local Elected Officials, or by individual emails or meetings. Potential regional implications are still to be discerned. As our four-county LWDA working planning region develops, and implications are recognized and addressed, this section will be updated accordingly.

E. Analysis of coordination of services with potential regional implications.

In terms of planning regions and overall coordination, CSH is awaiting additional guidance concerning the interpretation and implications of language surrounding performance and administrative costs. Once guidance is provided, updates to this section of the plan will be made as appropriate. Please see item (2) A, above, for our current "regional planning" topics of discussion.

PUBLIC COMMENT PROCESS

Please describe the process used, in accordance with the five criteria below, to provide an opportunity for public comment and input into the development 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 will occur via newspapers, email, and website posting.

Specific to this plan, our timeline is as follows:

- Draft plan availability for public comment noticed March 31, 2016
- 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 March 31, 2016
- Responses due from interested parties by April 30, 2016
- Responses incorporated by May 15, 2016 (updates will be sent to DEO upon receipt)
- Draft Plan forwarded to the CSH Board for review and approval April 20, 2016
- Final Plan submitted to DEO April 29, 2016

(2) Provide no more than a 30-day period for comment on the plan before its submission to the Governor, 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 March 31, 2016 and will close April 30, 2016. 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 general 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 general public and other interested parties, and comments are invited.

(4) Describe any other 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 that express disagreement, the LWDB's response to those comments, and a copy of the published notice. WIOA §108(d)(3)

No comments have been received to date.

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.

CareerSource Heartland

Board Chair:
William J. Nielander



Signature

4-20-16

Date

Chief Elected Official/Chair, Exec. Board:
Jack Richie



Signature

04/22/16

Date

**INTERLOCAL AGREEMENT
HEARTLAND WORKFORCE INVESTMENT CONSORTIUM**

This Agreement is made and entered into between the Boards of County Commissioners for DeSoto, Hardee, and Highlands, political subdivision of the State of Florida, for continuation of the Heartland Workforce Investment Consortium.

WHEREAS, the Workforce Investment Act of 1998, hereinafter referred to as the Act, federal Public Law 105-220, replaced the Job Training Partnership Act as amended in 1996, and restructured a multitude of workforce development programs into an integrated workforce investment system and authorized the expenditure of federal funds for allowable services and activities in local workforce investment (development) areas, and;

WHEREAS, the counties of DeSoto, Hardee & Highlands were designated by the Governor of the State of Florida, as recommended by the Jobs and Education Partnership in 1996 to form a three county workforce development area, Region 19, and this designation has been automatically approved by the current Governor to continue under the Workforce Investment Act;

WHEREAS, the three participating counties had previously entered into an interlocal agreement in 1996 creating the Heartland Workforce Investment Consortium and had entered into agreement with a Private Industry Council acting as grant recipient and administrative entity until such time as the Heartland Workforce Investment Board, Inc. was formed, and continued under that agreement;

WHEREAS, the Region 19 Workforce Investment Area is required to submit a Workforce Investment Act plan pursuant to Section 118 of the Act;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. By virtue of the earlier Interlocal Agreement, the participating three counties agree to accept the Governor's designation of the three county local area as Workforce Investment Area for Region 19 for purposes of programs promulgated under the Act;
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 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.
7. The Executive Board shall appoint members of the Heartland Workforce Investment Board, Inc. consistent with the Act 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 or such other person as the Heartland Workforce Board, Inc 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 grants/allocations by the Heartland Workforce Investment Board, Inc, which has been created to perform duties under the Workforce Investment Act.
11. The Consortium 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 and the Act 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., select and designate a grant recipient and program administrator to administer the Local Plan(s) mandated by the act, and shall also approve and jointly submit, with the Heartland Workforce Investment Board, Inc., 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 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.
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 1999 with these three counties.

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

ATTEST:

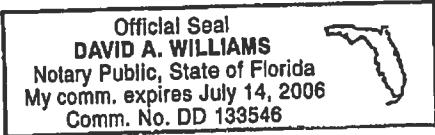
BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: Clay M. Goffey
County Clerk

By: [Signature]
Chair

David Williams
personally known

Date: 12/28/01



ATTEST:

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

By: B. Hugh Bradley
County Clerk

By: [Signature]
Chair

Date: 1-06-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By: [Signature]
County Clerk



By: [Signature]
Chair

Date: 12-6-05

Addendum to the Heartland Workforce Investment Consortium Interlocal Agreement

Regional Workforce Board Member Nomination/Selection Process

WHEREAS, item 6 of the Heartland Workforce Investment Consortium Interlocal Agreement allows that: *"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

WHEREAS, item 7 of the Agreement states: *"The Executive Board shall appoint members of the Heartland Workforce Investment Board, Inc., consistent with the Act and any other applicable Law or Policy Directive";*

NOW THEREFORE, in consideration of changes to Chapter 445, Florida Statutes (Workforce Accountability Act, Chapter 2012-29, Laws of Florida, effective July 1, 2012), and the Florida Department of Economic Opportunity Final Guidance – DEO FG-073, dated June 29, 2012, which states: *"Chief Elected Officials shall develop a process for soliciting RWB nominations and for selecting RWB members. Documentation supporting the nomination/selection process, including names of nominating organizations and names of all candidates and their qualifications, must be retained for not less than five years."*, and in consideration of the authority vested within the Agreement as indicated above, the Chief Elected Officials (aka the Executive Board) of Heartland Workforce hereby adopt the following as the process to be followed for the nomination and selection of members for the Heartland Workforce Board of Directors:

1. The Heartland Workforce President/CEO, after coordinating with the Heartland Workforce Board Chair, will notify the Executive Board of a vacancy on the Board of Directors and/or Youth Council. The notification will include:
 - Name of resigning/terminated member
 - County of record of resigning/terminated member
 - Member Category: Private Business, Education, Labor, Community-Based Organization, Economic Development, Mandatory One-Stop Partner, or Youth Council member.
2. The President/CEO, on behalf of and in conjunction with the Executive Board, will seek and solicit the names of individuals who represent organizations, agencies or other entities in the respective vacant Member Category. The local member nomination and selection process will be in accordance with guidance as outlined in s. 117 of the Workforce Investment Act of 1998 (WIA); s. 445.007 (1), F.S.; Florida DEO FG-073, or any other applicable State or Federal laws. Nominees for Board membership must be individuals with optimum policy making authority within the employer community and within the entities they are to represent.
3. The Heartland Workforce Board Chair will present nominees for consideration of approval by the Executive Board at the next regularly-scheduled Heartland Workforce Quarterly Board Meeting, or sooner, at the discretion of the Executive Board.
4. The regional workforce board membership, inclusive of the Youth Council, is restricted to the minimum requirements as outlined in Federal and State law. To appoint additional Board

members above this minimum limit, the Executive Board (Chief Elected Officials) could do so only upon approval by the Governor.

5. The President/CEO will be charged with maintaining all files and supporting documentation related to the nomination and selection process of Board members, along with names of nominating organizations and names of all candidates and their qualifications, for a minimum of five years.

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

ATTEST: **Board of County Commissioners**
DeSoto County, Florida

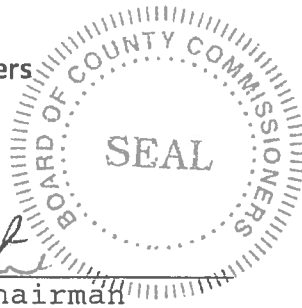
By C. Suey Mayday By Paul W. Mayfield
Date 08/14/2012 Date 08/14/2012

ATTEST: **Board of County Commissioners**
Hardee County, Florida

By B. Hugh Bradley By Mark L. Bryan
B. HUGH BRADLEY, EX-OFFICIO CLERK TO
THE BOARD OF COUNTY COMMISSIONERS
THREE (3) OF FOUR (4)
Date SEPTEMBER 7, 2012 Date 09/06/2012

ATTEST: **Board of County Commissioners**
Highlands County, Florida

By Robert W. Germaine By Jack L. Richie
Robert W. Germaine, Clerk **Jack L. Richie, Chairman**
Date 10/09/2012 Date 10/09/2012



**INTERLOCAL AGREEMENT
HEARTLAND WORKFORCE INVESTMENT CONSORTIUM**

This Agreement is made and entered into between Counties of DeSoto, Hardee, Highlands, and Okeechobee for continuation of the Heartland Workforce Investment Consortium.

WHEREAS, the Counties are political subdivisions of the State of Florida; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the Act, federal Public Law 113-128, replacing the Workforce Investment Act of 1998, federal Public Law 105-220, which replaced the Job Training Partnership Act as amended in 1996, and restructured a multitude of workforce development programs into an integrated workforce investment system and authorized the expenditure of federal funds for allowable services and activities in local workforce investment (development) areas; and

WHEREAS, as recommended by the Jobs and Education Partnership Act in 1998, the Counties of DeSoto, Hardee and Highlands were designated by the Governor of the State of Florida, as a three county workforce development area, Region 19, and this designation has been automatically approved by the current Governor to continue under the Workforce Innovation and Opportunity Act; and

WHEREAS, the three participating counties had previously entered into an Interlocal Agreement in 1996, creating the Heartland Workforce Investment Consortium, and had entered into agreement with a Private Industry Council acting as grant recipient and administrative entity until such time as the Heartland Workforce Investment Board, Inc. was formed, and continued under that agreement; and

WHEREAS, the Board of County Commissioners for Okeechobee County has requested re-designation from the primarily urban workforce development area known as Region 20 to the primarily rural workforce development area known as Region 19; and

WHEREAS, the Boards of County Commissioners for the Counties of DeSoto, Hardee, and Highlands agreed to accept Okeechobee County into workforce development Region 19, as well as into the Heartland Workforce Investment Consortium; and

WHEREAS, CareerSource Florida and the Governor of the State of Florida have agreed to the re-designation of Okeechobee County from workforce development Region 20 into Region 19; and

WHEREAS, the Heartland Workforce Investment Board, Inc., d/b/a CareerSource Heartland, continues to serve as the grant recipient and administrative entity for Region 19; and

WHEREAS, the Region 19 Workforce Investment Area is required to submit a Workforce Innovation and Opportunity Act plan pursuant to Section 108 of the Act.

7. WHEREAS, in accordance with current Florida Department of Economic Opportunity Final Guidance – DEO FG-073, dated June 29, 2012. which states, in part, that “Chief Elected Officials shall develop a process for soliciting RWB nominations and for selecting RWB members”, and in consideration of the authority vested in the Chief Elected Officials, the following process is adopted for the nomination and selection of members for the CareerSource Heartland Board of Directors:
- i. The CareerSource Heartland President/CEO, after coordinating with the CareerSource Heartland Board Chair, will notify the Executive Board of a vacancy on the Board of Directors. The notification will include:
 - Name of resigning/terminated member
 - County of record of resigning/terminated member
 - Member Category: Business, Labor Organization Joint Labor-Management Apprenticeship Program, Community-based Organizations representing Individuals with Disabilities, Community-based Organizations representing Veterans, Community-based Organizations representing Youth, Education and Training Provider-Adult Education and Literacy, Education and Training Provider-Institution of Higher Education, Education and Training Provider-Other Providers, Government Representative-Economic Development, Government Representative-Employment Service, Government Representative-Vocational Rehabilitation, Government Representative-Other, or Other (identify the specific group/program being represented).
 - ii. The President/CEO, on behalf of and in conjunction with the Executive Board, will seek and solicit the names of individuals who represent organizations, agencies or other entities in the respective vacant Member Category. The local member nomination and selection process will be in accordance with guidance as outlined in Section 107 of the Act; Section 445.007 (1), F.S.; Florida DEO FG-073, and any other applicable State or Federal laws. Nominees for Board membership must be individuals with optimum policy making authority within the employer community and within the entities they are to represent.
 - iii. The CareerSource Heartland Board Chair will present nominees for consideration of approval by the Executive Board at the next regularly-scheduled CareerSource Heartland Quarterly Board Meeting, or sooner, at the discretion of the Executive Board.
 - iv. The regional workforce board membership is restricted to the requirements as outlined in Federal and State laws. To appoint additional Board members above the designated limit, approval by the Governor is required.
 - v. The President/CEO will be charged with maintaining all files and supporting documentation related to the nomination and selection process of members of the CareerSource Heartland Board, along with names of nominating organizations and names of all candidates and their qualifications, for a minimum of five years.

8. Grant agreements shall be signed by the Chair of the Executive Board, or such other person as the Executive Board may hereafter designate, and by the Chair of the CareerSource Heartland Board, or such other person as the CareerSource Heartland Board may hereafter designate.
9. To the extent consistent with state and local law, each 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 Innovation and Opportunity Act grants/allocations by the Heartland Workforce Investment Board, Inc., /d/b/a CareerSource Heartland, which has been created to perform duties under the Workforce Innovation and Opportunity Act.
11. The Consortium 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 and the Act, and any other related applicable State or Federal laws.
12. The Executive Board shall, pursuant to approval via action taken by the CareerSource Heartland Board of Directors and majority vote of the Executive Board, select and designate a grant recipient and program administrator to administer the Local Plan(s) mandated by the Act and shall also approve and jointly submit, with CareerSource Heartland, 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 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 by the Act.
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 all previous Heartland Workforce Investment Consortium Interlocal Agreements, which are hereby terminated.

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

DESOTO COUNTY, FLORIDA
By Its Board of County Commissioners

[Signature]
Gabele Quave, Chair

[Signature]
Attested By: County Clerk

Date: 7/13/15

HARDEE COUNTY, FLORIDA
By Its Board of County Commissioners

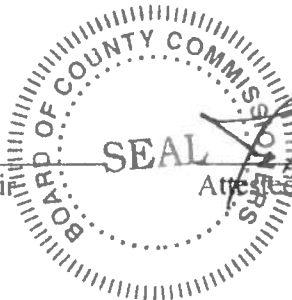
[Signature]
Mike Thompson, Chair

[Signature]
VICTORIA L. ROGERS, EX-OFFICIO CLERK
TO THE BOARD OF COUNTY COMMISSIONERS
FIVE (5) OF FIVE (5) July 7, 2015

Date: 6/04/15

HIGHLANDS COUNTY, FLORIDA
By Its Board of County Commissioners

[Signature]
WILLIAM R. HANDLEY, Chair



[Signature]
Attested By: County Clerk

Date: 6/16/2015

OKEECHOBEE COUNTY, FLORIDA
By Its Board of County Commissioners

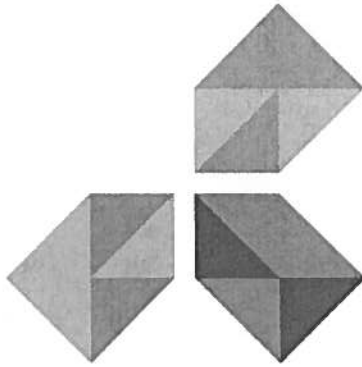
[Signature]
FRANK IRBY, Chair

[Signature]
Attested By: County Clerk

Date: 6-11-2015

SHARON ROBERTSON, CLERK

Reviewed For Legal Sufficiency
JUN 11 2015
OKEECHOBEE COUNTY ATTORNEY
CareerSource Heartland



CareerSource
HEARTLAND

BYLAWS

Rev. Eff. 07/01/15

**Heartland Workforce Investment Board, Inc.
(d/b/a CareerSource Heartland)
Workforce Local Area 19
5901 US Hwy 27 South, Suite 1
Sebring, Florida 33870**

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 workforce Local Area 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 workforce Local Area's Chief Elected Official, for authentication purposes.

SECTION 4. Career Center Operation

As authorized by the CSH Executive Board and approved by CareerSource Florida (state workforce board), CSH serves as the Administrative Entity, Fiscal Agent, and Career Center Operator for the workforce Local Area 19 service delivery area.

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), the Workforce Investment Act (WIA) and Temporary Assistance to 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
--

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.
2. Provide policy and program guidance, along with Career Center System oversight, for all employment and training related activities within the local area workforce service delivery area, to include those authorized under the following federal and state programs:
 - Workforce Investment Act
 - Workforce Innovation and Opportunity Act
 - Welfare Transition Services (TANF)
 - Wagner-Peyser (including Migrant and Seasonal Farm Workers)
 - Trade Adjustment Assistance
 - 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): Seventeen (17) members – 51% majority.
Representatives should be owners of a business, or other individuals with optimum policy-making or hiring authority. Business members must have employment opportunities that reflect those available within the local area. Individuals must be nominated by business organizations and/or business trade associations.
- b. Education and Training Provider (ETP): Four (4) members.
 - i. Institution of Higher Learning (ETPC) – Post-Secondary Education: One (1) representative
 - ii. Other (ETPO) Private For-Profit Training Provider: One (1) representative
 - iii. Other (ETPO) Secondary Education: One (1) representative.
The District Superintendent, or his/her designee, from each School District within the local area will serve on a rotational basis, each for a one-year term.
 - iv. Adult Education and Literacy (ETPA): One (1) representative.
A designee from the local providers of these services will serve on a rotational basis, each for a one-year term.

Note: At the discretion of the CSH Board of Directors, a Private Not-for-Profit Training Provider (ETPO) – if one becomes available – may be seated by replacing a member from one of the “Other” ETPO positions.

- c. Government Representative/Economic Development (GRED): Two (2) members
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. Seating will be on a rotational basis for a one-year term each.
- d. Government Representative/Vocational Rehabilitation (GRVRD): One (1) representative from programs carried out under Title I of the Rehabilitation Act of 1973, other than section 112 or Part C.

- e. Additional Government, Workforce, and Community-Based Organizations: Six (6) members
 - i. Organization for individuals with Disabilities (WOD) – one member
 - ii. Veterans Organization (WOV) – one member
 - iii. Florida Department of Children & Families (GRO) – one member
 - iv. Public Housing Authority/HUD (GRO) – one member
 - v. Organization for Migrant and Seasonal Farm Workers (GRO) – one member
 - vi. Senior Community Service Employment/SCSEP (GRO) – one member

- f. Workforce Labor Organization (WOLO): Two (2) members

Representatives must be nominated by local labor federations. If no local employees are represented by such organizations, other representatives of employees can be considered for this category.

SECTION 3. Appointment to CSH Board of Directors

- 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.

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 give a minimum of thirty (30) days written notice before the effective date of resignation.

ARTICLE IV OFFICERS, ELIGIBILITY, TERMS, DUTIES, VACANCIES, AND ELECTIONS
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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 being 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.
- 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 physically attend all meetings; however, arrangements can be made for a member to 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.

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.
- c. Members, whenever unable to attend a Board meeting in person or by teleconference, may vote on changes to the Bylaws in absentia via electronic mail (e-mail) or other signed, written document or communication, or electronic transmission (fax). Such votes shall count toward the 2/3 membership requirement for approving Bylaws changes.

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 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.

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 Development 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 (RFP's) 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 Development Council

1. The Youth Development 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 Development Council will be appointed by the Council Chair and shall 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
 - Parents of eligible youth seeking assistance from CSH programs
 - Individuals, including former participants, and 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 Development 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 Development 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, or reassignment in accordance with Section 2(b), Article VII.

SECTION 4. Committee/Council Meetings

- a. To the 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 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 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.

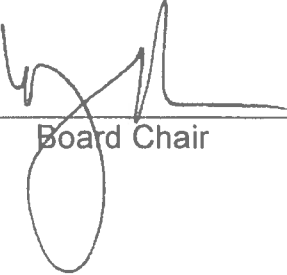
**ARTICLE XI
RESOLUTION OF DISAGREEMENTS
WITH THE EXECUTIVE BOARD**

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:



Board Chair

6/24/15

Date

Approved by the CareerSource Heartland Executive Board:



Executive Board Chair (Chief Elected Official)

6/24/15

Date

CareerSource Florida
Board of Directors Meeting
August 28, 2014
Action Item 4

Action Item 4

Approved _____
Disapproved _____

Approval for Extensions of Regional Designations as One-Stop Operators and Direct Providers of Workforce Services

Section 445.007(6), Florida Statutes, states that a regional workforce board (RWB) may be designated as a one-stop operator and direct provider of intake, assessment, eligibility determinations or other direct provider services except training services. Further, it states that Workforce Florida, Inc., d/b/a CareerSource Florida (CSF), shall establish procedures by which a regional workforce board may request permission to operate under this section and the criteria under which such permission may be granted. The criteria shall include, but need not be limited to, a reduction in the cost of providing the permitted services. Such permission shall be granted for a period not to exceed three years for any single request submitted by the regional workforce board.

The following RWBs are currently operating as direct service providers under previous board authorization:

- | | |
|---------------------------------|--------------------------------|
| CareerSource Okaloosa Walton | CareerSource Polk |
| CareerSource Gulf Coast | CareerSource Manatee Sarasota |
| CareerSource North Florida | CareerSource Heartland |
| CareerSource Citrus Levy Marion | CareerSource Research Coast |
| CareerSource Flagler Volusia | CareerSource Palm Beach County |
| CareerSource Central Florida | CareerSource Southwest Florida |
| CareerSource Pasco Hernando | |

*all approved
see attached
m-19 minutes pg 7+8*

The three-year authorization for each of the above RWBs ended on June 30, 2014. Each has requested a three-year extension beginning July 1, 2014, and extending through June 30, 2017. Each of the listed has provided all required documentation as described in CareerSource Florida administrative policy, Designation of Regional Workforce Boards as One-Stop Operators or Direct Providers of Workforce Services (DEO Guidance FG OSPS-83). The Department of Economic Opportunity has reviewed the submitted documentation and, as the administrative entity for CSF, has recommended approval. Professional staff at CSF recommend that the board concur.

NEEDED ACTION

To approve the request by the above regional workforce boards for an extension of the designation as a direct provider of services for an additional three year period beginning July 1, 2014 and ending June 30, 2017.



July 8, 2014

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

Dear Mr. Hart:

Since 2008, CareerSource Heartland (Region 19 - formerly Heartland Workforce) has requested and been granted authorization to perform as the Center Operator and Direct Provider of core and intensive services. As our current authorization expires on October 31st of this year, this request for reauthorization is for the period of November 1, 2014 through October 31, 2017.

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 Center Operator and Direct Provider of workforce services as described below:

1. ***A review of how the provision of direct services during the prior period fit the business model that the RWB proposed in its' original request, and any proposed changes in the business model or the particular workforce services the RWB intends to provide during the extension period.***

CareerSource Heartland (CSH), acting as the Center Operator since 11/1/2008, directly provides Workforce Investment Act (WIA) Adult, Dislocated Worker, Out-of-School Youth Services, and Temporary Assistance to Needy Families (TANF) services via the Center system. 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 and Migrant Seasonal Farm Worker programs.

In November 2012, CSH submitted a five year local plan covering the period 2012-2016. The plan was accepted and approved. The only revision to date was the change in the Targeted Occupations procedure, which was submitted to DEO in February of this year. 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.

The governance model was the most noted change in our original request. Our regional workforce board oversees the provision of workforce services within this region. The Board has embraced the "Carver Model", and focuses on governance, strategy, management and 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 policies and holds the President/CEO accountable to translate those items into operations and actions. This model has been working well, and no changes are intended.

The practical difference in direct operations is that CSH became the employer of record for those Center personnel previously employed by the contracted one-stop operator. Funds saved by the elimination of payments of management fees and direct and indirect administration fees were placed back 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 November 1, 2014.
3. ***The period of time, not to exceed three years, for when the extension would be in effect.***
The extension would be for three years ending on October 31, 2017.
4. ***A review of the RWB's stated reasons in its' previous request why the RWB has decided to directly provide the workforce services, and an explanation of how it is still in the best interest of the RWB's customers that the RWB continue to provide these services.***

For many years now, core funding has steadily declined for the funding streams that finance the mandated workforce services, which made 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 do more with less, CareerSource Heartland assumed direct management of the Centers by eliminating the service provider's regional management level.

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. In reality, 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 below desired standards. The direct provision of services allowed CSH to increase direct communication with front-line staff, as well as recognize fiscal savings through the removal of indirect and profit costs. CSH continues to streamline service delivery by directing more funds toward the provision of services due to the elimination of layers of supervision and communication.

5. ***A review of the effectiveness of the “firewall” established by the RWB to clearly separate existing roles as the oversight body for the region’s workforce delivery system and its role as the operational services directly provided by the RWB, 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 policy board and oversight body. The President/CEO acts as the sole point of accountability. The establishment of the Board’s practices provides a sufficient “firewall” between the CSH Board of Directors and the conduct of daily 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 Development 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 region’s youth, especially to those 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 our 2012-2016 Local Workforce Services plan will not change. The current funding model includes Wagner-Peyser,

Workforce Investment Act, Temporary Assistance to Needy Families, Veterans Services, and Migrant Seasonal Farm Worker Program services. CareerSource Heartland aggressively and 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 RWB 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 provider of core and intensive services beginning November 1, 2008, and will have realized an estimated cost avoidance of approximately \$600,000 during the six-year period ending October 31, 2014. 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 November 1, 2014 through October 31, 2017, 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, provides a benchmark in which to estimate annual potential savings.

Historical Background

Fiscal Year 2007-2008: Contracted third party provider for One-Stop Operations.

- Cost-reimbursement contract
- One-Stop and Business Operations contracts
- Failure to perform effectively in Business Operations as well as other management issues

Fiscal Year 2008-2009: Contracted third party provider for One-Stop Operations.

- Cost-Reimbursement contract profit/indirect fees at 12% of total gross staff salaries (maximum annual fee of \$53,318)
- One-Stop Operator contract only
- Understanding to become PEO certified organization in 90 days
- Continued operational and administrative difficulties
- PEO contract terminated after four months, paying contractor \$17,773, at a cost savings of \$35,545
- Requested Direct Services Provider status from WFI

Fiscal Year 2009-2010: Heartland Workforce as Direct Services Provider.

- WFI granted Direct Provider Status
- Based on 2007-08 contract, approximate cost savings of \$106,435
- Funds not distributed to third party provider placed into local program operations

Fiscal Year 2010-2011: Heartland Workforce as Direct Services Provider.

- Based on 2007-08 contract, including an anticipated 5% incremental cost increase, approximate cost savings of \$111,757
- Funds not distributed to third party provider placed into local program operations

Fiscal Year 2011-2012: Heartland Workforce as Direct Services Provider.

- Based on 2007-08 contract with anticipated 5% incremental cost increases, approximate cost savings of \$117,345
- Funds not distributed to third party provider placed into local program operations

Fiscal Year 2012-2013: Heartland Workforce as Direct Services Provider.

- Based on 2007-08 contract with anticipated 5% incremental cost increases, approximate cost savings of \$123,211
- Funds not distributed to third party provider placed into local program operations

Fiscal Year 2013-2014: CareerSource Heartland (Heartland Workforce) as Direct Services Provider.

- Based on 2007-08 contract with anticipated 5% incremental cost increases, approximate cost savings of \$129,372
- Funds not distributed to third party provider placed into local program operations

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 have been able to fill vacant positions more quickly, as well as ensure greater individual accountability for service delivery, resulting in better trained staff, unification of mission, and quicker, more positive response 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.

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 x303, or via email to ddoubleday@careersourceheartland.com.

Sincerely,



Donna Doubleday
President/CEO

Enclosures: Attachment A: public notice
Attachment B: signature page

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

Dept. of Children & Families Food for Florida (2015-16, Hardee & Highlands counties)
Vocational Rehabilitation MOU/Resource Sharing_Colocation in Okeechobee and Hardee (thru 06/30/18)
Indian River State College for Farmworker Career Development Program (2015-16 and 2016-17)
Indian River State College for Adult Education/Literacy (thru 06/30/18)
South Florida State College for Farmworker Career Development Program (2015-16 and 2016-17)
South Florida State College for Adult Education/Literacy – OUT FOR SIGNATURE
South Florida State College for Career Pathways – OUT FOR SIGNATURE
South Florida State College for Xcel-It Program (thru 03/31/18)
School District of DeSoto County for Adult Education/Literacy (thru 06/30/18)
School District of Hardee County for Adult Education/Literacy (thru 06/30/18)
Resource Sharing Agreement with The Arc (2015-16)
Resource Sharing Agreement with AARP (2015-16)
Resource Sharing Agreement with Dept. of Business & Professional Regulation (perpetual)
Florida Non-Profit Housing (perpetual)
Alpha & Omega (thru 09/30/20)
ALPI (Agricultural and Labor Program, Inc.) (thru 09/30/16)
Circuit 10 2015-16 Interagency Agreement. Out for signature by all partners.
Circuit 12 2015-19 Interagency Agreement.
DeSoto County Board of County Commissioners for labor exchange services (perpetual)
Manatee Community Action Agency, Inc. (thru 09/30/17)
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

**THE STATE OF FLORIDA DEPARTMENT OF CHILDREN & FAMILIES,
CENTRAL REGION
FOOD FOR FLORIDA PROGRAM
DISASTER COMMUNITY NETWORK
MEMORANDUM OF UNDERSTANDING
TEMPORARY STAFF**

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this 1 day of June, 2015, between the State of Florida Department of Children and Families, Circuit 10, hereinafter referred to as "the department", and CareerSource Heartland of Hardee and Highlands Counties, hereinafter referred to as "the network member – temporary staff provider", and collectively referred to as "the parties".

WITNESSETH:

I. PURPOSE.

The purpose of this MOU is for the department to implement the applicable provisions of the "State Emergency Management Act" as found in Section 252.311, Florida Statutes (F.S.), specifically:

- to provide for the rapid and orderly provision of relief to persons
- to provide for the coordination of activities relating to emergency preparedness, response, recovery, and mitigation among and between agencies and officials of this state, with similar agencies and officials of other states, with local and federal governments, with interstate organizations, and with the private sector.

This MOU further serves to facilitate the provisions of Section 414.35 (1), F.S. which charges the department with the development and execution of emergency assistance programs delegated to the department either by executive order in accordance with the Disaster Relief Act of 1974 or pursuant to the Food Stamp Act of 1977.

The department, through its Automated Community Connection to Economic Self Sufficiency (ACCESS) Program, manages the state's disaster food stamp program known as the **Food for Florida Program (FFFP)**, under federal guidance from the US Department of Agriculture, Food and Nutrition Service (FNS) on an emergency basis within a specific timeframe. The program is intended to provide one-time financial nutritional assistance to qualifying individuals and families living in the declared disaster area at the time of the disaster who have been impacted through loss of food due to power loss, income loss due to impacted wages, and/or damages to a residence. This assistance is provided through the issuance of Electronic Benefit Transfer (EBT) cards. Activation of the plan will be on a county by county basis at the direction of the department Secretary and/or Governor, and in accord with the department's FFFP Plan, hereinafter referred to as "the plan." Circuit 10 will follow the department's plan taking into account additional considerations unique to the region and its counties (Hardee, Highlands and Polk).

It is of utmost importance to have sufficient physical facilities, temporary staff, and volunteers throughout Circuit 10 to provide FFFP assistance to disaster affected individuals and families in the most expeditious manner possible. It is the intent of the State of Florida and the parties to this MOU, to provide the resources necessary to address and respond to the public's food relief needs in the affected areas when commercial channels of food distribution have been restored.

II. DEFINITION OF A DISASTER.

For the purpose of this MOU, a disaster is a county level or larger occurrence (e.g. hurricane, tornado, storm, flood, wind-driven water, tidal wave, earthquake, fire, or other situation), that causes human suffering or creates human needs such that the victims cannot alleviate without assistance, in which the

affected county has received a Presidential disaster declaration for individual assistance and has been determined eligible to operate the program by federal authorities.

III. CONCEPT OF OPERATIONS.

The plan establishes policy and guidance for the delivery of disaster food stamps in an efficient and effective manner that incorporates the utilization of resources in and outside the affected county. Use of technology allows for a seamless application process that includes the possibility of applicant pre-registration via internet or phone as well as traditional on-site paper applications that can be completed at one or more designated FFFP sites within the affected county where EBT cards will be distributed.

Should a county receive a Presidential disaster declaration, meet the eligibility criteria set forth in the plan, and be approved by the FNS, the department will initiate the time-phased implementation procedures of the plan. Following the intent of Section 252.311(2), F.S. the department has created a community network within the public and private sector so as to sufficiently serve potentially affected areas should the need arise. The department will provide and/or procure the necessary equipment and staff to execute the plan, in conjunction with additional FFFP Disaster Community Network members as is feasible and/or necessary.

Each party to this MOU is a separate organization. As such, each organization will retain its own identity in providing services, and each organization will be responsible for establishing its own policies and procedures and financing its own activities.

It is anticipated that the FFFP sites will be operational within approximately 7-10 days after the declaration of disaster is received. Operational preparations, however, will commence immediately upon notification of the county's eligibility if not prior to an imminent disaster in anticipation of activation. It is also expected that basic community services such as electric and telephone will be significantly restored and commercial business substantially open prior to the site activation.

CareerSource Heartland, as a network member – temporary staff provider, has agreed to provide services to the department in the form of temporary services personnel to assist in the implementation of the state's FFFP in Hardee and Highlands Counties or an adjacent county if affected and necessary. CareerSource Heartland will recruit, screen, hire staff and oversee the requisite administrative functions of their employment during the specified emergency and timeframe. Staff provided hereunder shall remain employees or contractors of the network member and shall not be considered employees of the department. Staff will be assigned to specific FFFP sites to assist in the execution of the plan service delivery model.

Pursuant to this MOU, the parties shall negotiate a straight time and overtime unit rate for each applicable position based upon comparable position data in the State of Florida Classification Plan and reasonable administrative costs incurred by the network member provider in abiding by all federal and state employment requirements. In the event of a qualifying disaster and subsequent plan activation, a Direct Order shall be utilized to purchase these services at the agreed upon rates. This Direct Order will contain the specific requirements for each of the elements outlined in Section IV.

CareerSource Heartland may use current provider staff, subcontract services to a temporary staffing agency, or utilize other methods necessary to obtain the requisite staffing levels outlined in the plan. The entity actually hiring the staff will be known as the "Employer of Record". Whatever method chosen by the provider, the provider must pass along the requirements in this MOU and subsequent Direct Order to the Employer of Record providing the staff. The use of subcontractors, however, does not relieve the network provider of any accountability for tasks agreed upon pursuant to this agreement and specified in the executed Direct Order.

Network member – temporary staff providers have agreed to provide the aforementioned services in good faith when called upon to do so in a time of emergency. The department shall pay the provider for the delivery of service units provided in accordance with the terms and conditions of the signed and executed Direct Order. All payments to subcontractor agencies are the responsibility of and will be issued by the network member.

IV. DIRECT ORDER SPECIFIC REQUIREMENTS.

Specific requirements shall be articulated in Exhibits

A. Scope of Service

The size, scope and complexity of the disaster will determine the timeframe, number and location of FFFP sites, hours of operation, etc. Availability of resources, (e.g. temporarily re-assigned DCF staff and volunteers), as well as the number of anticipated applicants will also affect the number of temporary staff required.

Positions anticipated to be filled primarily by temporary staff may include:

Water and Ice Coordinator, Site Food Coordinator, Parking Lot Coordinator, Temporary Staff Coordinator, Supervisors (Triage area, Clipboard), Eligibility Worker (Paper Applications), Meeter Greeter (line control), Shipper/Batcher, Runner, and/or Clerical Support.

Positions anticipated to be filled subordinately by temporary staff may include:

Medical Incident Reporting Coordinator, Law Enforcement/Security Liaison, Line/Meeter Greeter Coordinator, Eligibility Worker (Pre-Registered Applications), Parking Lot Attendant, Site General Labor, Clipboard Loader, and/or Translators.

B. Provider Task List

To include but not be limited to: recruitment, background screening consistent with the Level 1 screening outlined in section 435.03, F.S., hiring, and necessary administrative functions such as payroll, record keeping, and invoice documentation and submission.

C. Staffing Requirements

To include but not be limited to: Position titles and descriptions, staffing levels, professional qualifications, position performance specifications.

D. Miscellaneous:

To include but not be limited to: service unit specifications and rate, method of payment, dispute resolution.

V. TERM OF THE MOU.

This MOU will be valid for a period of one year with the option for renewal, unless otherwise modified in writing. Any modifications to this MOU shall be made in writing and signed by both parties. This MOU may be terminated by either party, by written notification to the other party, within 90 days prior to the effective date of the termination.

VI. COMMUNICATIONS.

The parties herein agree to maintain appropriate primary and alternate means of communication while this MOU is in effect for use with the development, deployment and/or activation of the plan. It is understood that any personal contact information is to be kept confidential by both parties.

Minimally, contact will be made by the department at least one month prior to the conclusion of the MOU period to discuss renewal and prior to the commencement of hurricane season to re-confirm the terms of the MOU.

Additional contact will be made in the event that Hardee and Highlands Counties are adversely affected by a disaster but prior to a Presidential disaster declaration to ascertain the continued viability of the MOU. Once a site is selected for activation, the department will name a Site Management Team to lead the activation efforts. The Site Manager of this team, or designee, will then become the department's primary contact throughout the activation period to ensure the expedited execution of the plan. The parties will communicate via telephone, electronic mail and/or other means as conditions warrant.

Contact persons to this MOU are as follows:

	Network Member – Temporary Staff Provider		Department	
	Primary	Secondary	Primary	Secondary
Contact Name:	JoAnn Lyons	Lenora White		
Business Address:	5901 US 27 South Suite 1 Sebring, FL 33870	324 Sixth Ave., N. Wauchula, FL 33873		
Office Phone:	863-385-3672	863-773-3474		
Business Cell:				
Business Fax:				
Business Email:	jlyons@careersourceheartland.com	lwhite@careersourceheartland.com		
Personal Phone:				
Personal Cell:				
Alternate means of contact: (specify)				

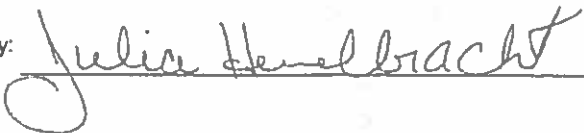
VII. IN WITNESS WHEREOF, the parties hereto have hereunto executed this 4-page instrument for the purpose herein expressed, by their official's thereunto duly authorized, this _____ day of _____, 2015.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

CAREER SOURCE HEARTLAND

DEPARTMENT OF CHILDREN AND FAMILIES, Circuit 10

By: 

By: 

Donna Doubleday

Julia Hermelbracht

Print or Type Name

Print or Type Name

President/CEO

Community Development ADM.

Print or Type Title

Print or Type Title

DEPARTMENT OF EDUCATION CONTRACT APPROVAL FORM

Amendment A-1

1. Contract No. IA-801 A-1 2. Amount \$ 3. Contractor's Name Heartland Workforce Investment Board Inc. 4. Vendor Code A - Non-Minority
 5. Contract Manager's Name/Title/Division Kim Thomas, Government Operations Consultant II, Division of Vocational Rehabilitation
 6. Contract Manager's Address & Phone No., and E-mail Address 4070 Esplanade Way, Room 260G, Tallahassee, Florida, 32399-1707 (850) 245.3313, kim.thomas@vr.fldoe.org
 7. Method of Payment: Fixed Price Method of Procurement 4 - Exempt, Services to persons w/mental/physical disabilities by non-profit corporations [s.287.057(3)(e)6, FS & Rule 60A-1.002(4)(k),FAC]
 8. Service Desc and Class/Group: 86111604

RFP: N/A ITB: N/A ITN: N/A RFQ: N/A
 Single Source: N/A Exemption: 287.057(3)(e): # 4 - Exempt, Services to persons w/mental/physical disabilities by non-profit corporations [s.287.057(3)(e)6, FS & Rule 60A-1.002(4)(k),FAC]
 Emergency Yes, (Requires Documentation)
 State Term Contract No. N/A Required by Law: 34 CFR 5 361.23
 Contract less than or equal to \$35,000

10. CFDA No. OR CSFA No. If a number is assigned, then determine the relationship as follows:
 Vendor OR Recipient/Subrecipient

11. Office of Contracts, Grants and Procurement Date
 Audit Section's Approval (if applicable)

12. Roger Godwin Novatus
 Budget Officer's Approval Date

13. Chief Technology Officer Approval for Date
 Information Resource Management (IRM) (if applicable)

14. Risk Assessment:
 Score
 Direct Indirect Pass-through
 Directed Appropriation

15. Beginning Date Ending Date 16. Disclosure Statement 17. Contract Term and Renewals

Upon Execution		June 30, 2018		<input type="checkbox"/> Yes <input type="checkbox"/> Exempt		0				
18. ORG CODE		FLAIR Account Code:	GF 20	SF 2	FID 270001	BE 48160000 48	IBI 00 00	CAT 100777		
DIV L2	BUR L3	SEC L4	L5	EO	OBJECT CODE(S)	AMOUNT	VENDOR I.D. or JOURNAL TRANSFER NO.	GRANT NUMBER	ENC GL	ENC LN
4880	0203	31B	000	A8	242000	10,536.48/yr	F593397632001	B2706	94100	0001
			000						94100	0002

19. Submitted By Cathy McEachron Date 03/07/2016 Telephone No. 850-245-3274

20. Comments Cost sharing plan - monthly maintenance fee.
 21. Summary of any time constraints that applied to the procurement N/A
 22. Justification for not using competitive solicitation 4 - Exempt, Services to persons w/mental/physical disabilities by non-profit corporations [s.287.057(3)(e)6, FS & Rule 60A-1.002(4)(k),FAC]

A. Contract Administrator	Signature <u>R Fields</u> <u>VIA Novatus</u>	Date	Comments
B. Program Director Approval	Signature <u>C McEachron</u>	Date	Comments
C. Cabinet Members' Approval	Signature <u>" "</u>	Date	Comments
D. Office of the Comptroller, Contract Section	Signature <u>Karrie Dabney</u>	Date	Comments
E. Office of the General Counsel - Legal Review	Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Subject To <input type="checkbox"/>	Signature <u>Taylor Wolfe</u>	Date
F. Obtain Contractor's Approval of Contracts	<u>signed 3-22-16</u>		
G. Bureau Chief of Contracts and Procurement	Signature <u>Destin</u>	Date <u>3/23/16</u>	Comments

H. Assistant Deputy Commissioner		Comments
Signature <i>[Handwritten Signature]</i>	Date <i>3/24/15</i>	
I. Deputy Commissioner/Finance and Operations		Comments
Signature <i>[Handwritten Signature]</i>	Date <i>3/25/15</i>	
J. <input type="checkbox"/> Obtain Commissioner's Approval of Contracts		
K. Contract Administrator	Contract Distributed	Date:

MEMORANDUM OF UNDERSTANDING
NO.: IA-601
BETWEEN
CAREERSOURCE HEARTLAND
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-601, entered into by and between CareerSource Heartland ("the Workforce Board") and the Florida Department of Education, Division of Vocational Rehabilitation ("DOE/DVR") on February 15, 2016, is hereby amended as follows:

1. Section V., Cost Sharing/Resource Sharing, is hereby revised to now read:

"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 A – REVISED Cost Sharing Plan)

2. Attachment B, Cost Sharing Plan, is hereby deleted in its entirety and replaced with Attachment A – REVISED Cost Sharing Plan.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this one (1) page Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE HEARTLAND

BY:



D. Doubleday, President/CEO

DATE:

3-22-16

DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

BY:



Commissioner of Education

DATE:

3/25/16

REVISED COST SHARING PLAN ATTACHMENT A

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. DOE/DVR will be co-located with CSH in the CSH Wauchula office located at 324 N. Sixth Ave., Wauchula, 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 in the CSH Okeechobee office 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

Resources provided by CSH in the CSH Wauchula office include:

- Allocation of approx. 12.1 ft. x 12.1 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 400 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 at CSH Okeechobee and CSH Wauchula, 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 in Okeechobee, DOE/DVR will pay a maintenance fee of \$237.71 per month.

For the resources provided by CSH in Wauchula, DOE/DVR will pay a maintenance fee of \$640.33 per month.

For the resources provided by CSH, DOE/DVR will pay a total maintenance fee of \$878.04 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 Okeechobee Center and the CSH Wauchula Center.

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

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For the resources provided by CSH in Wauchula, DOE/DVR will pay a maintenance fee of \$640.33 per month.

For the resources provided by CSH, DOE/DVR will pay a total maintenance fee of \$878.04 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 Okeechobee Center and the CSH Wauchula Center.

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

RECEIVED
CONTRACTS, GRANTS, AND
PROCUREMENT
I.

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

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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 later 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.

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

- 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.

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
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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 with in 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 procurement 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 CareerSource Heartland
And
Indian River State College
Farmworker Career Development Program**

For The Delivery of Services to Farmworkers under the Workforce Innovation and Opportunity Act

This Memorandum of Understanding (MOU) sets forth the terms of the agreement for cooperation and collaboration between CareerSource Heartland (CSH) and Indian River State College Farmworker Career Development Program (hereinafter referred to as FCDP) for the delivery of services provided by both entities as outlined in the Workforce Innovation and Opportunity Act (WIOA) and Florida's Workforce Innovation Act of 2000, and to establish standards of performance through Federal, State, and locally required guidelines.

I. Purpose of this agreement

- A. Establish the organizational framework to integrate the delivery of program services delivered by the FCDP into the CSH Career Center system; and
- B. Satisfy the requirements contained in the Workforce Innovation and Opportunity Act (WIOA) for a Memorandum of Understanding between CSH and the FCDP to provide program career services in a coordinated, seamless, and customer-friendly manner within the locally established CSH service delivery system.

II. Services

CSH maintains centers throughout Local Workforce Development Area (LWDA) 19, which includes a center in Okeechobee County. Services will include the following:

A. CareerSource Heartland

These services include referral of qualified candidates to open job orders, and access to other programs, activities, and support services provided by various partners. CareerSource Heartland maintains a "universal" eligibility for the provision of services. Referrals for more intensive, training, and support services may be extended to individuals with special needs and barriers to employment.

All customers may explore work preparation and career development services, and have access to information on a range of employment, training, and adult and occupational education programs both on-site and through electronic systems. Customers have access to career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs. Other services include: resume preparation/interview techniques, job placement assistance, workshops, and access to computers, fax, copier, and phones for job search.

Referrals of individuals to the FCDP will be made as appropriate.

B. Farmworker Career Development Program

Provides services through Indian River State College by offering:

- Outreach, intake, orientation, eligibility determination, assessment, and counseling, as well as emergency services and referrals for farm workers.
- Testing, career determination, and development of an individual employment plan for eligible farm workers.
- Training services, which may include ESOL, GED, or vocational or certificate programs will be made available through the most appropriate facility in the area.
- Communication of job development services - prior to participant hire - to CareerSource Heartland to facilitate data entry into EFM (Employ Florida Marketplace).

Both the FCDP and CSH will coordinate their efforts to meet employer and participant job order needs. FCDP shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under WIOA Title I, Section 167, and any other applicable federal and state laws for the workforce program services directly delivered by the Program. It is understood by the parties to this Agreement that each should be able to fulfill its responsibilities under the Agreement in accordance with the provisions of law regulation that govern their respective activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

C. Joint Services

1. CSH and FCDP staff will work together to build training and placement plans for co-enrolled participants.
2. CSH and FCDP will share participants and resources by creating/developing a referral system form as a tool to better communicate between the organizations programs.
3. CSH and FCDP will use EFM as the shared database system.

D. Other

The FCDP will maintain representation on the CSH Board of Directors through the IRSC Provost, Dixon Hendry Campus.

III. Duration of Agreement

The Term of this MOU shall be July 1, 2015 to June 30, 2016. By signing this agreement, both 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 participants, and maintenance of records and other confidential information relating to CSH customers. 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.

By signatures affixed below, the parties specify their agreement:

Indian River State College
Famworker Career Development Program



Edwin R. Massey, Ph.D.
President

Date

11/20/2015

CareerSource Heartland



Donna Doubleday
President/CEO

Date

12-1-15

Memorandum of Understanding between CareerSource Heartland
and
Indian River State College
Farmworker Career Development Program

For The Delivery of Services to Farmworkers under the Workforce Innovation and Opportunity Act

This Memorandum of Understanding (MOU) sets forth the terms of the agreement for cooperation and collaboration between CareerSource Heartland (CSH) and Indian River State College (IRSC) Farmworker Career Development Program (hereinafter referred to as "FCDP") for the delivery of services provided by both entities as outlined in the Workforce Innovation and Opportunity Act (WIOA - Section 167) and the (Florida) Workforce Innovation Act of 2000, and to establish standards of performance through Federal, State, and locally required guidelines.

- I. Purpose of this agreement
 - A. Establish the organizational framework to integrate the delivery of program services delivered by the FCDP into the CSH Career Center system; and
 - B. Satisfy the requirements contained in the Workforce Innovation and Opportunity Act (WIOA) for a Memorandum of Understanding between CSH and the FCDP to provide program career services in a coordinated, seamless, and customer-friendly manner within the locally established CSH service delivery system.

II. Services

CSH maintains centers throughout Local Workforce Development Area (LWDA) 19, which includes a center in Okeechobee County. Services will include the following:

A. CareerSource Heartland

These services include referral of qualified candidates to open job orders, and access to other programs, activities, and support services provided by various partners. CSH maintains a "universal" eligibility for the provision of basic career services. Referrals for more intensive career services and job training may be extended to individuals who demonstrate the need and meet eligibility requirements.

All customers may explore work preparation and career development services, and have access to information on a range of employment, training, and adult literacy and occupational education programs both on-site and through electronic systems. Customers have access to career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs. Other services include: resume preparation/interview techniques, job placement assistance, workshops, and access to computers, fax, copier, and phones for job search.

B. Farmworker Career Development Program

Provides services through Indian River State College by offering:

- Outreach, intake, orientation, eligibility determination, assessment, and counseling, as well as emergency services and referrals for farm workers.
- Testing, career determination, and development of an individual employment plan for eligible farm workers.
- Training services, which may include ESOL, GED, or vocational or certificate programs will be made available through the most appropriate facility in the area.
- Communication of job development services - prior to participant hire - to CSH to facilitate data entry into EFM (Employ Florida Marketplace).

Both FCDP and CSH will coordinate their efforts to meet participant service delivery and employer job order needs. Both parties shall retain fiscal responsibility and accountability for the administration of the funds allocated to them under specific WIOA sections, and any other applicable federal and state laws for the workforce program services directly delivered by the Program. It is understood by the parties to this Agreement that each should be able to fulfill its responsibilities under the Agreement in accordance with the provisions of law regulation that govern their respective activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

C. Joint Services

1. CSH and FCDP staff will work together to build service delivery and placement plans for co-enrolled participants.
2. CSH and FCDP will share participants and resources by creating/developing a referral system form as a tool to better communicate between the organizations programs.
3. CSH and FCDP will use EFM as the shared database system.
4. CSH and FCDP will coordinate information and services to avoid duplication and to maximize customer service.
5. CSH and FCDP agree to coordinate costs related to individual plans for mutual clientele as appropriate.
6. CSH and FCDP agree to maximize communication and service delivery in order to ensure optimum performance of each party's programs.

D. Other

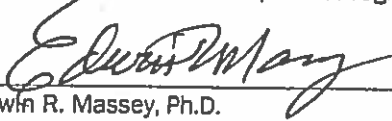
The FCDP will maintain representation on the CSH Board of Directors through the Office of the IRSC Provost, Dixon Hendry Campus.

III. Duration of Agreement

The Term of this MOU shall be July 1, 2016 to June 30, 2017. By signing this agreement, both 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 participants, and maintenance of records and other confidential information relating to CSH customers. 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.


By signatures affixed below, the parties specify their agreement:

Indian River State College
Farmworker Career Development Program



Edwin R. Massey, Ph.D.
President

CareerSource Heartland



Donna Doubleday
President/CEO

04/12/16
Date

4-11-16
Date

**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 High School Credit Recovery, General Education Diploma, High School 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.

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 to be 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, 2018. 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 Indian River State College 3209 Virginia Ave. Fort Pierce, Florida 34981	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.

INDIAN RIVER STATE COLLEGE

CAREERSOURCE HEARTLAND



Dr. Edwin Massey
President



Donna Doubleday
President/CEO

3-23-16

Date

3-15-16

Date

Attachments to this document include:

- Exhibit A – FETPIP Reporting
- Exhibit B – ADA Compliance
- CSH Contact Information



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.

Indian River State College
Name of School/Institution

Russ Brown, President
Name and Title of Authorized Official

Russ Brown
Signature

3/23/16
Date

**Memorandum of Understanding between CareerSource Heartland
and
South Florida State College
Farmworker Career Development Program**

For The Delivery of Services to Farmworkers under the Workforce Innovation and Opportunity Act

This Memorandum of Understanding (MOU) sets forth the terms of the agreement for cooperation and collaboration between CareerSource Heartland (CSH) and South Florida State College Farmworker Career Development Program (hereinafter referred to as "FCDP") for the delivery of services provided by both entities as outlined in the Workforce Innovation and Opportunity Act (WIOA - Section 167) and the (Florida) Workforce Innovation Act of 2000, and to establish standards of performance through Federal, State, and locally required guidelines.

I. Purpose of this agreement

A. Establish the organizational framework to integrate the delivery of program services delivered by the FCDP into the CSH Career Center system; and

B. Satisfy the requirements contained in the Workforce Innovation and Opportunity Act (WIOA) for a Memorandum of Understanding between CSH and the FCDP to provide program career services in a coordinated, seamless, and customer-friendly manner within the locally established CSH service delivery system.

II. Services

CSH maintains centers throughout Local Workforce Development Area (LWDA) Region 19, which includes centers in Highlands, Hardee, and Desoto Counties. Services will include the following:

A. CareerSource Heartland

These services include referral of qualified candidates to open job orders, and access to other programs, activities, and support services provided by various partners. CareerSource Heartland maintains a "universal" eligibility for the provision of services. Referrals for more intensive, training, and support services may be extended to individuals with special needs and barriers to employment.

All customers may explore work preparation and career development services, and have access to information on a range of employment, training, and adult and occupational education programs both on-site and through electronic systems. Customers have access to career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs. Other services include: resume preparation/interview techniques, job placement assistance, workshops, and access to computers, fax, copier, and phones for job search.

Referrals of individuals to the FCDP will be made as appropriate.

B. Farmworker Career Development Program

Provides services through South Florida State College by offering:

- Outreach, Intake, orientation, eligibility determination, assessment, and counseling, as well as emergency services and referrals for farm workers.
- Testing, career determination, and development of an individual employment plan for eligible farm workers.
- Training services, which may include ESOL, GED, or vocational or certificate programs will be made available through the most appropriate facility in the area.
- Communication of job development services - prior to participant hire - to CareerSource Heartland to facilitate data entry into EFM (Employ Florida Marketplace).

Both FCDP and CSH will coordinate their efforts to meet participant and employer job order needs. FCDP shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under WIOA Title I, Section 167, and any other applicable federal and state laws for the workforce program services directly delivered by the Program. It is understood by the parties to this Agreement that each should be able to fulfill its responsibilities under the Agreement in accordance with the provisions of law regulation that govern their respective activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

C. Joint Services

1. CSH and FCDP staff will work together to build training and placement plans for co-enrolled participants.
2. CSH and FCDP will share participants and resources by creating/developing a referral system form as a tool to better communicate between the organizations programs.
3. CSH and FCDP will use EFM as the shared database system.

D. Other

The FCDP will maintain representation on the CSH Board of Directors through the Office of the SFSC President.

III. Duration of Agreement

The Term of this MOU shall be July 1, 2015 to June 30, 2016. By signing this agreement, both 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 participants, and maintenance of records and other confidential information relating to CSH customers. 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.

By signatures affixed below, the parties specify their agreement:

South Florida State College
Farmworker Career Development Program



Dr. Michael J. McLeod
Dean, Academic Support

19 November 2015
Date

CareerSource Heartland



Donna Doubleday
President/CEO

Dec 1, 2015
Date

**Memorandum of Understanding between CareerSource Heartland
and
South Florida State College
Farmworker Career Development Program**

For The Delivery of Services to Farmworkers under the Workforce Innovation and Opportunity Act

This Memorandum of Understanding (MOU) sets forth the terms of the agreement for cooperation and collaboration between CareerSource Heartland (CSH) and South Florida State College Farmworker Career Development Program (hereinafter referred to as "FCDP") for the delivery of services provided by both entities as outlined in the Workforce Innovation and Opportunity Act (WIOA - Section 167) and the (Florida) Workforce Innovation Act of 2000, and to establish standards of performance through Federal, State, and locally required guidelines.

- I. Purpose of this agreement
 - A. Establish the organizational framework to integrate the delivery of program services delivered by the FCDP into the CSH Career Center system; and
 - B. Satisfy the requirements contained in the Workforce Innovation and Opportunity Act (WIOA) for a Memorandum of Understanding between CSH and the FCDP to provide program career services in a coordinated, seamless, and customer-friendly manner within the locally established CSH service delivery system.

II. Services

CSH maintains centers throughout Local Workforce Development Area (LWDA) 19, which includes centers in Highlands, Hardee, and Desoto Counties. Services will include the following:

A. CareerSource Heartland

These services include referral of qualified candidates to open job orders, and access to other programs, activities, and support services provided by various partners. CSH maintains a "universal" eligibility for the provision of basic career services. Referrals for more intensive career services and/or job training may be extended to individuals who demonstrate the need and meet eligibility requirements.

All customers may explore work preparation and career development services, and have access to information on a range of employment, training, and adult literacy and occupational education programs both on-site and through electronic systems. Customers have access to career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs. Other services include: resume preparation/interview techniques, job placement assistance, workshops, and access to computers, fax, copier, and phones for job search.

B. Farmworker Career Development Program

Provides services through South Florida State College by offering:

- Outreach, intake, orientation, eligibility determination, assessment, and counseling, as well as emergency services and referrals for farm workers.
- Testing, career determination, and development of an individual employment plan for eligible farm workers.
- Training services, which may include ESOL, GED, or vocational or certificate programs will be made available through the most appropriate facility in the area.
- Communication of job development services - prior to participant hire - to CSH to facilitate data entry into EFM (Employ Florida Marketplace).

Both FCDP and CSH will coordinate their efforts to meet participant service delivery and employer job order needs. Both parties shall retain fiscal responsibility and accountability for the administration of the funds allocated to them under specific WIOA sections, and any other applicable federal and state laws for the workforce program services directly delivered by the Program. It is understood by the parties to this Agreement that each should be able to fulfill its responsibilities under the Agreement in accordance with the provisions of law regulation that govern their respective activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

C. Joint Services

1. CSH and FCDP staff will work together to build service delivery and placement plans for co-enrolled participants.
2. CSH and FCDP will share participants and resources by creating/developing a referral system form as a tool to better communicate between the organizations programs.
3. CSH and FCDP will use EFM as the shared database system.
4. CSH and FCDP will coordinate information and services to avoid duplication and to maximize customer service.
5. CSH and FCDP agree to coordinate costs related to individual plans for mutual clientele as appropriate.
6. CSH and FCDP agree to maximize communication and service delivery in order to ensure optimum performance of each party's programs.

D. Other

The FCDP will maintain representation on the CSH Board of Directors through the Office of the SFSC President.

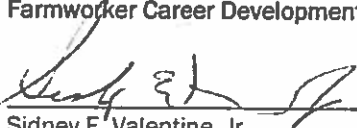
III. Duration of Agreement

The Term of this MOU shall be July 1, 2016 to June 30, 2017. By signing this agreement, both 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 participants, and maintenance of records and other confidential information relating to CSH customers. 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.

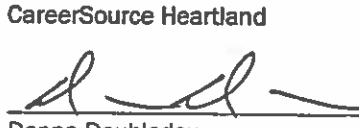
By signatures affixed below, the parties specify their agreement:

South Florida State College
Farmworker Career Development Program

CareerSource Heartland



Sidney E. Valentine, Jr.
Vice President for Academic Affairs and
Student Services



Donna Doubleday
President/CEO

4/13/16

Date

4-14-16

Date

**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.

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, 2018. 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

Date

Date

Attachments to this document include:

- Exhibit A – FETPIP Reporting
- Exhibit B – ADA Compliance
- CSH Contact Information

> To be provided
w/ Signed MOU



**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
CAREERSOURCE HEARTLAND**

For the Delivery of a Career Pathways Program

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 a Career Pathways program. The amount of this MOU shall not exceed \$13,400.

WHEREAS, CareerSource Heartland has available funding for certain training of eligible individuals under Title I of the Workforce Innovation and Opportunity Act (WIOA), Florida's Welfare Transition (WT) legislation, and the Trade Adjustment Assistance (TAA) Program; and

WHEREAS, in response to the training needs of unskilled and/or dislocated workers in DeSoto, Hardee, Highlands, and Okeechobee counties, CareerSource Heartland may request from time to time that SFSC provide certain prescribed training to eligible individuals referred by the staff of CareerSource Heartland, and;

WHEREAS, SFSC agrees to provide said training as aforesaid, subject to the terms and conditions set forth hereinafter; and

WHEREAS, this Agreement summarizes the agreement of CareerSource Heartland and SFSC as to the Career Pathways program(s) to be provided to those eligible individuals referred by CareerSource Heartland staff and accepted by SFSC and the operating procedures governing payment for that training program; and

WHEREAS, CareerSource Heartland is the designated referral agent for WIOA, WT, and/or TAA programs and acts as the referral agent for WIOA, WT, and/or TAA participants; and

WHEREAS, SFSC received a planning grant to create a Career Pathways program for adult education students; this program will allow eligible students enrolled in SFSC's General Education Diploma (GED) program to simultaneously enroll in occupational/vocational skills classes; the planning grant does not provide funding for vocational/occupational tuition and/or GED test fees; and individuals lacking a high school diploma or GED are not eligible to receive federal student aid (i.e. PELL grants); and

WHEREAS, as part of enrollment into this special program, students will receive coaching in the application of basic skills in occupational scenarios as well as in employment related soft skills; and

WHEREAS, funding for this type of dual education/job training is allowable through WIOA, WT, and TAA; 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 deliver a Career Pathways program. The program will give students the opportunities to experience success in both education and occupational/vocational environments while providing a jump start into a career field.

I. BOTH PARTIES AGREE TO:

- A. Identify potential students, and refer to each other as appropriate. Potential students will be those who:
1. Score 10.0 or higher in all TABE categories, and can realistically be expected to pass the GED test within their first term of enrollment into the Career Pathways program;
 2. Express interest in vocational/occupational skills education and identify a career path that is available via this program;
 3. Express a willingness to commit to the program through completion, with completion defined, minimally, as achievement of GED and first component of elected vocational training;
 - a. For students interested in following a career path and continuing vocational/occupational classes, completion can include attainment of an approved industry recognized credential;
 4. Express a willingness and desire to enter employment upon program completion;
 5. Meet program eligibility and SFSC enrollment requirements, and express a willingness to cooperate with SFSC and CSH throughout the program, to include any follow-up requirements after case closure.
 6. Express a willingness to attend the program full time.
- B. Outline for students the requirements and personal commitments involved in enrollment, to include the perspective of each party.
- C. Communicate and share student information as appropriate to student progress, employment, or the promotion of student's success, intended to minimize duplication of effort and enhance customer service of participants and potential participants.
- D. Provide Assistive Technology and Devices to enable individuals with various disabilities to benefit from available adult education and literacy opportunities.
- E. Follow the processes outlined in the CSH/SFSC 2015-2016 Training Agent Agreement (incorporated by reference), and subsequent CSH/SFSC Training Agent Agreements, as appropriate, upon signature.
- F. Recognize each party's mandated program performance measures and work together to promote a high level of performance on required outcomes.

Both parties understand that funds approved will be used to pay vocational/occupational program costs (tuition, books, lab fees) for the initial term, and GED testing fees. Funding for additional terms prior to GED testing will be considered on a case-by-case basis. Upon attainment of High School Diploma or GED, participants will apply for federal student aid as needed to complete their elected occupational/vocational training. At CSH discretion, these funds may be used to cover continuing vocational/occupational program costs for participants determined ineligible for federal student aid (excluding participants on financial aid suspension), or whose financial needs exceed the amount of federal aid granted. CSH Career Counselors will determine amounts granted based on individual need and program costs.

II. SFSC AGREES TO:

- A. Become familiar with the general requirements for WIOA, WT, and TAA eligibility and services available through CSH.

- B. Identify vocational/occupational programs that will be made available through this program. These programs must:
 - 1. Reflect occupations identified on the local Targeted Occupations List;
 - 2. Result in an industry-recognized credential;
 - 3. Represent occupations which reflect local job openings.
- C. Provide a program expense sheet for each vocational/occupational program identified.
- D. Determine participant eligibility for enrollment into SFSC.
- E. Provide simultaneous education/vocational/occupational training and coaching services as described herein.

III. CSH AGREES TO:

- A. Become familiar with the general requirements for SFSC and enrollment into this program.
- B. Determine participant eligibility for WIOA, WT, and/or TAA funding.
- C. Create Individual Training Accounts for those individuals deemed eligible.
- D. 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; Assistance with Resume Development and Interview Skills;
 - 4. Referrals to jobs matching personal qualifications; Job placement assistance;
 - 5. Provision of Labor Market Information; Provision of information on available training programs.

IV. AGREEMENT PERIOD

This Agreement becomes effective when executed by the last party below, and will remain in force until June 30, 2017.

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.

V. PAYMENT AND DELIVERY, RECORDS, ACCESS TO RECORDS & MONITORING, FETPIP REPORTING, ADA COMPLIANCE, AUDITS, ASSIGNMENTS AND SUBCONTRACTS, TERMINATION FOR CONVENIENCE/DEFAULT, AMENDMENTS/NOTIFICATIONS

Refer to the most current CSH/SFSC Training Agent Agreement for specific details in each of these categories.

VI. 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 the issuance of the 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

Date

Date

Attachments to this document include:
Exhibit A – Program Expense Sheet
CSH Contact Information

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
CAREER SOURCE HEARTLAND**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between South Florida State College (hereinafter "SFSC") and CareerSource Heartland (hereinafter CSH) beginning October 1, 2015 and ending March 31, 2018.

WHEREAS, it is the desire of SFSC and CSH to develop, enhance and/or implement career pathway opportunities for Trade Adjustment Assistance (TAA) eligible workers and other adults (especially Veterans and long-term unemployed persons) – hereinafter "Target Populations" – and to provide related training and education to said Target Populations; and

WHEREAS, to achieve that desire, College of Central Florida intends to submit an application for an award by the U.S. Department of Labor (hereinafter "DOL") under Trade Adjustment Act Community College Career Training program Funding Announcement Number SGA/DFA PY-12-10 (hereinafter, "Grant") on behalf of itself and seven other participating colleges in Florida including SFSC; and

WHEREAS, SFSC has requested, and CSH has provided, assistance in the design and development of said application that reflects the needs of employers in the region; and SFSC and CSH are committed to continue the active involvement and input from employers and employer representatives such as CSH in the implementation and administration of the Grant, if awarded.

NOW, THEREFORE, contingent upon the award of the Grant, SFSC and CSH agree that:

1. CSH agrees to support the attainment of the goals and objectives of the project as set forth in the Grant application by:
 - a. Providing the resources of CSH in the implementation of outreach and recruitment activities of the Grant to the Target Population in Highlands, Hardee and DeSoto Counties,
 - b. Training SFSC staff on completing the XCEL-IT application and entering activities in the Employ Florida Marketplace (EFM),
 - c. Completing the monthly XCEL-IT spreadsheet, received from SFSC, to verify EFM registration of all XCEL-IT participants,
 - d. Providing EFM XCEL-IT reports to SFSC staff to check participants' registration status,
 - e. Providing Suntax reports to use as verification of wages for XCEL-IT participants and comparison group,
 - f. Completing the quarterly spreadsheet provided by SFSC on verification of wages while participants are in training and for two additional quarters following training completion,
 - g. Providing access to CSH workshops for all individuals from the Target Population,
 - h. Assisting in securing local employer input into the identification and design of credit course offerings in information technology and related studies in logistics, manufacturing and entrepreneurship to enhance pathways to high wage/high demand careers, and
 - i. Providing assistance with placement services.
 - j. Providing information quarterly for XCEL-IT participants that attended CSH workshops.

2. SFSC agrees to:
 - a. Provide a copy of the CSH Release of Information form signed and dated by each XCEL-IT participant,

- b. Enter all information into the Generic Program in EFM for each XCEL-IT participant.
- c. Provide a copy of the monthly XCEL-IT spreadsheet identifying participants to CSH by the 5th of each month,
- d. Provide CSH with a copy of the quarterly spreadsheet used to verify wages of participants and of comparison group by the 5th of the month following the end of each quarter, and
- e. Reimburse CSH in the amount of \$2,250.00 for each quarter in the MOU effective date range for support activities listed in (letters) a-j, not to exceed \$18,000.00.

3. Confidentiality Policy

All participant 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 MOU 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. See Section 985.04, Florida 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.

4. Amendments/Cancellations

This MOU may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate this MOU, without cause, with thirty (30) calendar day's written notice, or sooner, if both parties agree.

5. Authorization for Signature

The parties hereto cause this MOU to be executed by their undersigned officials as dully authorized.


FURTHERMORE, IT IS AGREED THAT:

The parties will engage in the steps described in the Grant application to communicate and collaborate with each other, with the other participating colleges and associated workforce boards serving the counties served by each partner, and with employers who are prepared to assist in the implementation of the Grant.


IN WITNESS WHEREOF, the Parties have executed this MOU to become effective as of the date first written above as verified by the signature below of its authorized representative:

South Florida State College

CareerSource Heartland



Thomas C. Leitzel, Ph.D.
President



Donna Doubleday
President/CEO

**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

CareerSource Heartland


Karyn Gary, Ph.D., Superintendent


Donna Doubleday, President/CEO

04/06/16
Date

4-6-16
Date

Attachments to this document include:
Exhibit A – FETPIP Reporting
Exhibit B – ADA Compliance
CSH Contact Information

**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;
 - 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

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.
- 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. 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)
 - 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, 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.

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 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.
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 by CSH staff. HCSB is not authorized to enroll participants into additional training programs without prior written consent of CSH.
5. HCSB agrees that each individual referred for education will be evaluated for all financial aid eligibility normally available to 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 . 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. is under no obligation to accept a referral for an individual who is unable to verify residency.
6. HCSB 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 HCSB 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. HCSB acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

C. FETPIP REPORTING

Effective July 1, 1999, HCSB must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The HCSB 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, HCSB 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 HCSB 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 HCSB by CSH staff as evidenced by a valid CSH Voucher. Tuition or other payments will be made to HCSB only for those individuals approved by CSH who are enrolled in and receiving training.
2. HCSB 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 HCSB upon receipt in accordance with payment procedures listed below.
3. HCSB shall, in conformity with the general refund policies of HCSB, 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 HCSB'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, HCSB 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 HCSB's general student population. HCSB agrees not to accept a voucher that was transferred to any other student.
7. HCSB 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. HCSB 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 's attached course description. HCSB will receive funds based on the information contained on the Voucher and from the coordination of other funding sources available to the student. HCSB 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, 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

3/29/16

Date

3-4-16

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.

Hardee County School Board
Name of School/Institution

David D. Durastanti
Name and Title of Authorized Official

David D. Durastanti
Signature

3/24/16
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.

Hardee County School Board

Name of School/Institution

David D. Durastanti

Name and Title of Authorized Official

Signature

Date

David D. Durastanti

3/24/16

2015-16 RESOURCE SHARING AGREEMENT
Between
CareerSource Heartland and The Arc (Ridge Area Arc)

The Arc, 120 W. College Drive, 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 be 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

Other Value-Added In-Kind services provided by The Arc:

- Conduct a minimum of one (1) training to CSH staff regarding serving individuals with disabilities, valued at \$1,375.20
- Conduct an informational presentation to CSH combined staff on the services provided by, and available through, The Arc, valued at \$1,375.20

In-kind services and resources provided by CSH (may include but not be limited to):

- Allocation of one 10 ft. x 12 ft. work space for co-location of one staff member, valued at \$2,750.40 (including ancillary services)
- Desk, chair, locking file cabinet
- Telephone for local access
- Computer, monitor, and printer (Printer toner and paper provided by The Arc)

Total estimated value of services by both organizations: \$2,750.40

Term

This agreement shall begin on July 1, 2015 and end on June 30, 2016. 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

2-12-16
Date

CareerSource Heartland



Donna Doubleday, President/CEO

2-11-16
Date

General Information

1. In-Kind Contributions are used to offset shared cost obligations in the CSH center. Both The Arc and CSH will provide the In-kind contributions identified on page one.
2. In-Kind Contributions are in lieu of monetary compensation for one office to be used by one local representative of The Arc, 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. Any request for additional office space needed, and/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 Manager.
4. 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.

2015-16 RESOURCE SHARING AGREEMENT
Between
CAREER SOURCE 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 \$18,024.92 (\$8.05 per hour x 20 hours x 52 weeks + \$640.46 FICA 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

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 staff member, including ancillary services, valued at \$5,730.00 (\$22.92 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 \$5,730.00 (125 x \$22.92 x 2)
- Administrative support (including design and implementation of training plans, verification of time sheets, etc - valued at approx. \$4,754.88 annual (\$22.86 per 2 hours x 2 participants x 52 weeks)
- Referral of potential candidates to AARP Foundation/SCSEP

Total estimated value of AARP: \$18,024.92 (see Attachment A)

Total estimated value of CSH: \$16,214.88 (see Attachment B)

*Difference in values is reserved for anticipated participant absences as a compensating factor.

Term

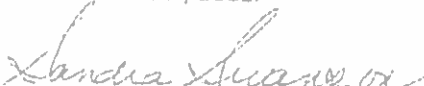
This agreement shall begin on July 1, 2015 and end on June 30, 2016. Renewal is at the discretion of one or both parties, and shall be exercised within thirty (30) days prior to the expiration of the agreement. The agreement may be amended at any time, in writing, and with mutual consent of both parties. 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.

AARP Foundation/SCSEP


Sandra Swanson, Project Director

11/4/15
Date:

CareerSource Heartland


Donna Doubleday, President/CEO

11-16-15
Date:

ATTACHMENT 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
<p>Two (2) individuals to provide various forms of assistance in CSH centers, for the maximum number of hours available through the program, per person.</p> <p>Morning and afternoon coverage is required.</p>	<p>\$8.05/hr x 20 hrs/week x 52 weeks + FICA (\$640.46) = \$9,012.46</p> <p>Total Value: \$18,024.92</p>
<p><u>Minimum Standards</u> Individuals must be willing to learn computer skills, customer service skills, general office procedures (filing, telephone etiquette, inter-personal skills, etc.)</p>	

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.

ATTACHMENT B

2015-16 Resource Sharing Agreements 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	\$ 22.92	250	\$ 5,730.00
Total Facility Cost			\$ 5,730.00

Facility square footage costs for participants

Desk space & Common Areas, and including Shared Common (125 sq ft each)	Total	
125 X \$22.92	\$ 2,865.00	
125 X \$22.92	\$ 2,865.00	
Total Participant Facility Cost		\$ 5,730.00

Other Costs

Staff Supervision/Support	Rate	Hours/Wk	X # Participants X wks	Total
Center Mgr (Avg Hourly Rate)	\$ 22.86	2	2 52	\$ 4,754.88
IT	\$ 24.71	0	52	
Center Receptionist	\$ 16.35	0	52	
Total Other Costs				\$ 4,754.88

Total CSH Costs \$ 16,214.88

Program contribution per participant	2015 Rate	Hours	Weeks	FICA-7.65%	Total
AARP - Participant 1	\$ 8.05	20	52	\$ 640.46	\$ 9,012.46
AARP - Participant 2	\$ 8.05	20	52	\$ 640.46	9,012.46
Total AARP Costs*					\$ 18,024.92

*Variance factors in absenteeism

RESOURCE SHARING AGREEMENT
between
HEARTLAND WORKFORCE
and the
State of Florida
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
Division of Regulation/Farm and Child Labor Program

The State of Florida, Department of Business and Professional Regulation (DBPR), Farm Labor Enforcement, agrees to participate with Heartland Workforce as a workforce services designated partner and to collocate staff at the Heartland Workforce One-Stop Career Center, 2730 US Hwy 27 N, Sebring, Florida 33870.

DBPR Services offered (may include, but not be limited to):

- Licensing registration and testing for farm labor contractors
- Testing for individuals to qualify for new contractor's licensure
- Outreach to Heartland Workforce staff by providing translation services for customers who do not speak English
- Provide assistance to MSFW Representative with new contractor testing, and provide information to new contractors about the DBPR services available to them as a farm labor/migrant employer
- Conduct payroll audit interviews to confirm compliance with wage rates for farm labor

Heartland Workforce to provide the following in-kind services (valued at approximately \$1,442 annual):


- Monthly rent and utilities
- Shared use of copiers (partner to provide own paper products)
- Costs associated with data transmission
- Use of common areas such as break room, conference rooms, lobby area, etc.
- Receptionist services.

Term: This agreement begins on July 1, 2010, and will remain in effect until such time as is revised or terminated. 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 One-Stop Career Center customers.

By signatures affixed below, the parties specify their agreement:

Dept. of Business and Professional Regulation
Farm Labor Enforcement

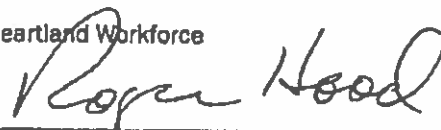


Administrator Director

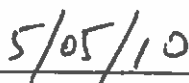


Date

Heartland Workforce



Roger Hood, President /CEO



Date

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)
 - o Assistance with job search activities as appropriate
 - o 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

CareerSource Heartland



Donna Doubleday, President/CEO

8-20-15
Date

8-20-15
Date



ALPHA & OMEGA FREEDOM MINISTRIES INC.

113 North 7th Ave- P.O. Box 339

Wauchula, Florida 33873

Phone: 863-773-5717

Fax: 863-773-5924

Memorandum of Understanding (MOU)

WHEREAS, Alpha & Omega Freedom Ministries, Inc., Career source Heartland, Hardee County Emergency Management, Hardee County Health Department, Hardee Help Center, Central Florida Health Care And Hardee County Health Department, Department of Children and Family, The Peace river Center, South Florida State College, The Early Learning Coalition, Community Counseling and training Center, Department Of Children & Families, One Hope United, Hardee Sheriff's Department and Wauchula Police Department and Hardee County Court System have come together to collaborate to work together to provide services for Hannah House Shelter and Hannah House Complex and other people in the community according to their needs.

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement with Alpha & Omega Freedom Ministries, Inc. as the named applicant and the other agencies will be partners in this MOU and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Department of Children and Families Office on or before February 25, 2015;

1) Description of Partner Agencies

Transitional & Supportive Housing Program Partners

Our organization has made cross-agency cooperation the norm at the federal, state, and local levels to offer the range of health services and resources the participants need and want. Our critical service partners who will assist us in achieving our program goals are:

- The **HARDEE COUNTY EMERGENCY MANAGEMENT OFFICE** is to provide a comprehensive and integrated emergency management system that coordinates community resources to protect lives, property and the environment through mitigation, preparedness, response and recovery from all natural and man-made hazards that may impact our county. The Office of Emergency Management is responsible for the development and maintenance of plans that include evacuation, disaster housing, emergency shelters, debris management, damage assessments, and homeland security. The Office also provides guidance to its municipalities and support agencies on the development of disaster management plans. Teaching citizens how to prepare themselves for disasters is critical to the resilience of Hardee County. Emergency management staff is there to provide lectures to homeowners associations, faith-based organizations, businesses, and various institutions and associations. These workshops and seminars focus on disaster preparedness,

response, recovery, and mitigation techniques. Throughout the year, the Office provides informational brochures and guides, establishes preparedness fairs and events, and produces public service announcements.

- **HARDEE HELP CENTER (HHC).** The Hardee Help Center is dedicated to working together with community agencies and churches to assist individuals and families in our county who are experiencing hardship by offering emergency relief assistance. We are an extension ministry of the Hardee County Ministerial Association, a United Way Agency, the local Salvation Army Unit, and a Department of Children and Family Services Community Partner.
- A full range of primary medical and dental care services are offered within the system through **CENTRAL FLORIDA HEALTH CARE** and **HARDEE COUNTY HEALTH DEPARTMENT**. CFHC is one of more than 1,200 safety net providers with more than 7,000 sites spanning rural and urban communities in all 50 states. Up to one half of their support is received through direct federal grants administered by the Department of Health and Human Services, Bureau of Primary Health Care.
- **SOUTH FLORIDA STATE COLLEGE (SFSC)** is a comprehensive, open-access, higher education institution that assists persons regardless of economic, social, or educational background, to achieve success in completing career and technical training in order to enter the workforce or to improve career circumstances. SFCC, most importantly, assists participants in obtaining basic skills in literacy, numeracy, and citizenship in order to prosper as a contributing member of society.
- Formed in 1999 as a non-profit organization, **THE EARLY LEARNING COALITION** offers financial assistance to eligible families to obtain affordable, quality child care. More than \$500 million in federal and state funds is spent on the School Readiness program statewide in Florida. Our designated "Education and Early Care" Consultant is Beverly Whaley whose expertise within the school system focuses on Pre-K/ Head Start to 4th grade students, including those with disabilities. All schools and early learning programs are within a 4 mile radius of our facility.
- **COMMUNITY COUNSELING AND TRAINING CENTER** provides the Hardee County courts system with drug assessments, and counseling in parenting, domestic violence, anger management, substance abuse, life skills, budgeting, financial planning, household management, and referrals to GED /literacy programs, vocational services, legal aid and advocacy services.
- **DEPARTMENT OF CHILDREN & FAMILIES** ensures the safety of victims of domestic violence by developing partnerships with community organizations to create a seamless system of services. We refer people to AOFM, Inc. as needed for counseling, drug screens or our domestic violence shelter or Hannah's Complex
- **ONE HOPE UNITED** is dedicated to protecting children and strengthening families. They refer parents to our counseling center for parenting classes and we work with them to help unite mothers and children through our service.
- **HANNAH'S HOUSE HOMELESS SHELTER** Opened in 2006 and **HANNAH'S HOUSE COMPLEX** opened in 2010 the program is designed to transition participants from shelter to supportive housing & adapts them to independent living.
- **ACCESS FLORIDA** is a service delivery model for economic self-sufficiency services & assists our clients with eligibility determination and ongoing case management for Food Assistance, Temporary Cash Assistance and Medicaid.

- **CAREER SOURCE HEARTLAND** is a One-Stop Career Center through which core employment-related services and training are provided free of charge. The clients learn how to search for jobs, apply for jobs, how to complete a resume and also interviewing tips.
- **VOCATIONAL REHABILITATION (VR)** is a federal-state program that assesses and works with consumers with physical or mental disabilities to prepare for, gain or retain employment. VR is committed to helping people with disabilities find meaningful careers.
- **Hardee Sheriff's Department** provides referrals to Hannah House Shelter and Offers Safety Planning classes.
- **Wauchula Police Department** provides victim referrals to Hannah House Shelter and also provides domestic violence advocacy services.
- **Hardee County Court System** also refers clients to us for substance abuse counseling, drug screens, parenting, anger management and domestic violence abusers and victim's counseling.

II) History of Relationship

Alpha & Omega Freedom Ministries has had a collaborative relationship between the above listed partners since September of 2007, when Hannah House Homeless Shelter opened. Our newest addition which open April 1st 2012 the Hannah House Complex is a 17 unit complex which serves homeless women and children

III) Development of Application

Hannah House Homeless Shelter and Hannah House Complex continue to maintain services for the women and children that participate in our "Breaking the Chain programs" we have many success stories and the collaboration of partners listed above has greatly aided in the development of the application of services for our residents and the children.

IV) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- The roles, responsibilities and resources of each organization or agency are listed above.
- Alpha & Omega Freedom Ministries, Inc. will be responsible for planning, developing, and implementing program activities for Hannah's House Shelter and Hannah House Complex.
- All partner agencies listed above do commit to work together to achieve project goals

1) Hardee County Health Department and Central Florida Health Care will provide health and dental care services to the clients we serve.

2) Peace River Center will provide mental health services, including assessments for needs of those we serve.

3) Hardee Help Center will provide some of their basic needs, financial housing assistance, offering emergency relief assistance and free prescription assistance to the residents of Hannah House Shelter and Hannah House Complex residents

4) Community counseling and training center will provide domestic violence victims' counseling, including parenting, life skills, anger management, budgeting, financial planning, household management, GED/Literacy, drug testing, substance abuse services, legal aid and advocacy referral services.

5) Hardee Sheriff's Department, Wauchula Police Department, DCF, One Hope United and the Hardee County Court Systems will provide client referrals to Hannah's House Shelter, Hannah's House Complex, and Community Counseling Center.

V) Timeline

The roles and responsibilities described above are contingent on Alpha & Omega Freedom Ministries, Inc. receiving funds from donations and various grant applications. Responsibilities under this Memorandum of Understanding would coincide with the grant period, of the Federal Fiscal year of 2015 anticipated to be through Federal Fiscal year of 2020.

I) Commitment to Partnership

- 1) The collaboration service area includes Hardee, Highlands and Desoto Counties.
- 2) The partners agree to collaborate and provide the above listed services to victims of Homelessness or victims of Domestic Violence, Domestic violence pursuant

We, the undersigned have read and agree with this MOU. Further

By John Gillespie
President, John Gillespie
Alpha & Omega Freedom Ministries, Inc.
Date _____

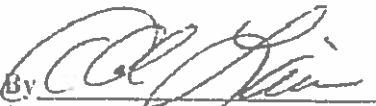
By Donna Doubleday
Director Donna Doubleday
Cancer Support Center of Heartland
Date 2-18-15

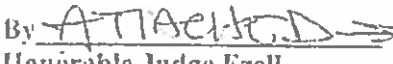
By _____
Director, John Myers
Central Florida Health Care Center
Date _____

By _____
Director: Jill Newman
Hardee County Emergency Management Office
Date _____

By _____
Administrator Erin Hess
Hardee Health Department
Date _____


By _____
Director, Jamie Davis Samuels
Hardee Help Center
Date _____

By  _____
Sheriff, Arnold Lanier
Hardee Sheriff's Department
Date _____

By  _____
Honorable Judge Ezell
Hardee County Court Systems
Date 2/17/15

By _____
Honorable Judge Jeffry Mckibben
Hardee County Court Systems
Date _____

By _____
Director, Sherri Ross Williams
Peace River Center
Date _____

By  _____
Chief of Police, John Eason
Wauchula Police Department
Date 2/1/15

By _____
Director
Access Florida -DCF
Date _____

By *Teresa Crawford*
Director Teresa Crawford
South Florida State College
Date 2/16/15

By *Lorraine Gillespie*
Executive Director, Lorraine Gillespie
Community Counseling and Training Center
Date 2/16/15

The above mentioned services are offered with no prejudice to race, creed, color, or religious preference. Those we serve who do not fit the criteria for Hannah's House Shelter or complex will be referred to other agencies who can house them.

Reg #C 1120481 - www.aofm-hannahshouse.org

**Memorandum of Understanding (MOU)
Between
Heartland Workforce Investment Board, Inc.
(Regional Workforce Board 19)
d/b/a/ Heartland Workforce (HW)
And
The Agricultural and Labor Program, Inc. (ALPI)**

1. Introduction

Heartland Workforce (HW) is responsible for providing job training and placement through the One-Stop Career Center delivery system. Many of the low-income individuals and families in Highlands County are in need of employment and other basic services (counseling and otherwise) to assist in meeting many of their basic needs. Such services are available through the Heartland Workforce One-Stop Career Centers and the Community Service Block Grant (CSBG). The Agricultural and Labor Program, Inc., (ALPI), is the designated Community Action Agency (CAA) for Highlands County and administers the regular CSBG program as well as the Low Income Home Energy Assistance Program (LIHEAP).

2. Parties to this Memorandum of Understanding, and Term

This non-financial Memorandum of Understanding (MOU) is entered into by and between HW and ALPI beginning October 1, 2013 and ending September 30, 2016.

3. Purpose of This MOU

The purpose of this MOU is to establish the general conditions and joint processes that will enable HW and ALPI offices to work as partners to collaborate in providing services to low-income individuals and/or their families. In addition to the duties outlined in the body of this Memorandum of Understanding, both parties will provide the additional duties identified in Attachment A, attached and incorporated by reference, as necessary in fulfilling the requirements of the Community Services Block Grant and the Low Income Home Energy Assistance Program.

4. Agricultural and Labor Program, Inc. Responsibilities

As a party to this MOU, ALPI will perform the following functions:

- a. Inform ALPI staff of this initiative and keep them abreast of their functional involvement.
- b. Provide to HW, referrals and data concerning low-income individuals and families in need of services provided by the HW One-Stop Career Centers. Such referrals should include name, address, and income information.
- c. Retain this MOU and any amendments, along with pertinent documents, for the duration of the partnership.
- d. Have knowledgeable staff available to respond to any questions concerning service delivery matters.
- e. Participate in a process for joint review of the partnership to be conducted at least semi-annually.
- f. Provide information to HW on job developments conducted, enabling timely entry of data into the Employ Florida Marketplace system.

5. **Responsibilities of Heartland Workforce (HW)**

As a party to this MOU, HW will perform the following functions:

- a. Direct the functions of the HW One-Stop Career Center personnel in the delivery of appropriate services.
- b. Disseminate appropriate client services referrals and data concerning potentially eligible applicants.
- c. Develop and maintain internal policies and procedures that optimize results of the partnership. Self-service, core, and intensive services will be made available to the targeted applicants, when appropriate.
- d. Perform data collection and analysis to establish and document progress.
- e. Coordinate training, procedural development and tools to support operations.
- f. Participate in a process for joint review of the partnerships to be conducted at least semi-annually.

6. **Staff**

HW will provide sufficient staff to provide the services hereunder.

7. **Services**

HW will provide services consistent with those of the Workforce Investment Act (WIA), the Welfare Transition (WT) and Wagner Peyser (WP) programs. Specific services will be provided to the target group when determined to be in the best interest of the applicant and based upon a comprehensive needs assessment.

8. **Method for Referring Potential Clients to the One-Stop System**

ALPI will conduct a needs assessment on applicants for Community Service Block Grants (CSBG) and other grant programs. If, based on the assessment, it is determined that the applicant could benefit from HW One-Stop Career Center services, ALPI will refer the applicant to HW for further eligibility determination. Said referral will be made within forty-eight (48) hours of the initial assessment.

9. **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. See Section 985.04, Florida 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.

10. **Amendments/Cancellations**

This MOU may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate this MOU, without cause, with thirty (30) calendar day's written notice, or sooner, if both parties agree.

11. Authorization for Signature

The parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

12. Previous Memorandum of Understanding

It is agreed by both parties that all previous Memorandum of Understanding are hereby replaced in whole by this MOU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year written below.

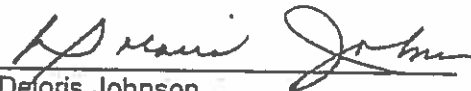
HEARTLAND WORKFORCE



Donna Doubleday
Chief Executive Officer

7-29-13
Date

**THE AGRICULTURAL AND LABOR
PROGRAM, INC.**



Deforis Johnson
Chief Executive Officer

7-29-13
Date

ATTACHMENT A
Additional Duties and Responsibilities
of
Heartland Workforce (HW)

Facilities:

Heartland Workforce (HW) will provide access to all available Workforce facilities and services for ALPI participants. The current location for services is:

Heartland Workforce One-Stop Career Center
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870
(863) 385-3672

Contacts:

Ann Martin, Chief Operations Officer
(863) 385-3672 x306
amartin@hwib.org

Blanca Llano, Branch Manager
(863) 385-3672 x340
blano@hwib.org

Services to be Provided

HW will provide oversight and general supervision over the daily operations at each HW One-Stop Career Center and will have general responsibility for the effective operation of any affiliate hubs and/or satellite centers, if applicable.

Services may include, but are not be limited to, the following:

- Job search
- Interviewing skills training
- Aptitude testing
- Skills assessment
- Resume preparation
- Applying for unemployment benefits
- Job development
- Labor market information

ATTACHMENT A (continued)
Additional Duties and Responsibilities
of
The Agricultural and Labor Program, Inc. (ALPI)

Facilities:

ALPI will provide services under the Community Services Block Grant (CSBG) and/or the Low Income Home Energy Assistance Program (LIHEAP), either directly or through a sub-recipient, through one or more facilities maintained in Highlands County. The current location for services is:

Highlands County Coalition for the Homeless, Inc.
155 US Hwy 27, Suite 1
Sebring, Florida 33870

Contact persons are:

CSPG

Charles Baker, Client Services Specialist
II
Highlands CSBG Office of ALPI
(863) 452-1086

Pahousa Lee-Yang, CSBG/Economic
Development Director
Agricultural and Labor Program, Inc.
(863) 956-3491

LIHEAP

Adrian Benson, Client Services Specialist
II
Highlands LIHEAP Office of ALPI
(863) 657-2076

Cheryl Burnham, LIHEAP/Community
Services Director
Agricultural and Labor Program, Inc.
(863) 956-3491

Services to be Provided:

Program Goals

Meet the emergency needs of low-income families and individuals as well as assisting in the move towards self-sufficiency with a focus on job training, development, and placement.

Recruitment and Referral Process

Potential clients are recruited through one of two means:

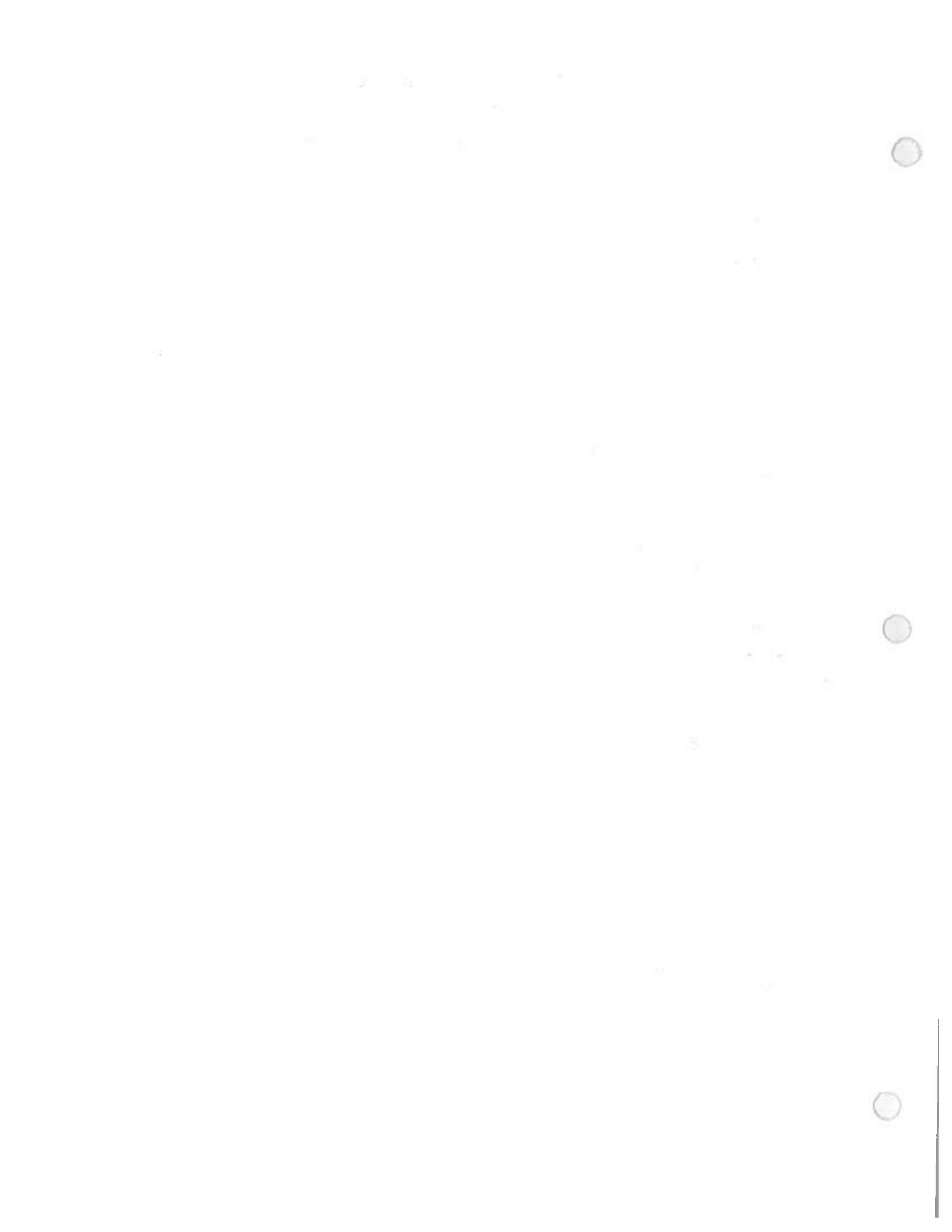
- a. The client may contact ALPI directly or
- b. They may be referred to ALPI through other community organizations.

If a client has needs that can be met through other agencies, ALPI staff will refer them directly to the other agencies for the application process and the meeting of that need.

Services to be Provided

- Emergency Assistance
- Case Management
- Employment Training
- Job Development
- Job Placement
- Assistance toward achieving Self-Sufficiency; as appropriate.

The determination of which services are to be provided will be based on a comprehensive individual assessment plan for each client.



CIRCUIT 10

EDUCATIONAL INTERAGENCY AGREEMENT

THIS 41 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 Innovation and Opportunity 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:

**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 CareerSource Florida. 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.

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 IDEAA, 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 IDEAA. 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 IDEAA. 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 IDEAA, Infants and Toddlers with Disabilities, early intervention services for youth ages birth through 2, and Part B of IDEAA 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 IDEAA.

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

THE SCHOOL BOARD OF HIGHLANDS COUNTY, FLORIDA

Thomas Trevino, Board Chair _____
Date

Attest

William Brantley, Board Chair _____
Date

Attest:

David D. Durastani, Superintendent _____
Date

Wally Cox, Superintendent _____
Date

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

Dick Mullenax, Board Chair _____ Date _____

Attest:

Jacqueline Byrd, Superintendent of Schools _____ Date _____

DEPARTMENT OF CHILDREN AND FAMILIES

Julia Hermebrach, Circuit 10 Community Development Administrator _____ Date _____

HEARTLAND FOR CHILDREN, INC.

Teri Saunders, Chief Executive Officer

Date

POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC., DIBIA CAREER SOURCE
POLK

Stacy Campbell-Damineck, President/Chief Executive Officer

Date

CAREER SOURCE HEARTLAND


Donna Doubleday, President/Chief Executive Officer

4-7-16
Date

AGENCY FOR PERSONS WITH DISABILITIES

Clarence Lewis, Central Region Manager

Date

DEPARTMENT OF JUVENILE JUSTICE

Alison Fulford, Chief Probation Officer

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 PTAs 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 ongoing 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

Amendment 001

This Amendment, entered into between The Florida Department of Children and Families (DCF), The School Board of Desoto County, Florida (SBD), The School Board of Manatee County, Florida (SBM), The School Board of Sarasota County (SBS), Florida, Manatee County Sheriff's Office/Manatee County Child Protective Investigations (MSO), Sarasota Family YMCA, Inc /CBC Lead Agency for the Safe Children's Coalition (SCC), Career Source Suncoast (CSS), Career Source Heartland (CSH), Agency for Persons with Disabilities (APD) , Department of Juvenile Justice (DJJ) amends the working agreement executed June 11, 2015.

This amendment accomplishes the following based upon the new language added in F.S. 39.0016(2):

- DCF and/or their contracted providers will ensure that children known to the department are enrolled in school or in the best educational setting that meets the needs of the child. The agreement shall provide for continuing the enrollment of a child known to the department at the school of origin when, possible if it is in the best interest of the child, with the goal of minimal disruption of education.
- DCF and/or their contracted providers will show no prejudice against a caregiver who desires to educate at home a child placed in his or her home through the child welfare system.

1. Page 11, paragraph 7. b is hereby deleted and replaced with the following:

7. b. DCF and/or their contracted providers will ensure that children known to the department are enrolled in school or in the best educational setting that meets the needs of the child. The agreement shall provide for continuing the enrollment of a child known to the department at the school of origin when, possible if it is in the best interest of the child, with the goal of minimal disruption of education.

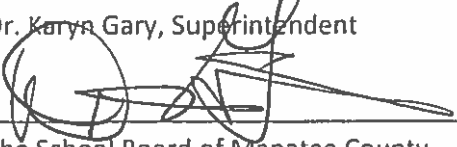
2. Paragraph 7 e. will remain but 7 e.1., e 2., e 3. and e. 4 are hereby deleted and replaced with the following:

DCF and/or SCC and/or MSO will show no prejudice against a caregiver who desires to educate at home a child placed in his or her home through the child welfare system.

This amendment shall begin January 1, 2016, or the date on which the amendment has been signed by all parties, whichever is later.

The School Board of Desoto County
Dr. Karyn Gary, Superintendent

Date:



1-14-16

The School Board of Manatee County
Dr. Diana Greene, Superintendent

Date

The School Board of Sarasota County
Frank Kovach, Chairperson

Date

Florida Department of Children and Families
Lisa Mayrose, Regional Managing Director

Date



Manatee County Sheriff's Office
W. Brad Steube, Sheriff

11/12/2015
Date

Sarasota Family YMCA- Safe Children's Coalition
Brena Slater, Vice President CBC Operations

Date



11/25/15

Career Source Suncoast, Region 18
Ted Ehrlichman, President/CEO

Date



1-27-16
Date

Career Source Heartland, Region 19
Donna Doubleday, President/CEO

Agency for Persons with Disabilities
Jeff Smith, Suncoast Regional Operations Manager

Date

Department of Juvenile Justice
Virginia Donovan, Chief Probation Officer

Date

Sarasota Family YMCA
Kurt Stringfellow, President/CEO

Date



The Safe Children Coalition is a community coalition blending available resources to assist abused and neglected children and their families in reaching permanency in a safe and stable environment.

January 27, 2016

Mrs. Doubleday,

Attached please find the amended Interagency Educational Agreement. The Department of Children and Families require new language which I've added. As a result, new signatures are required. Please sign and return to me at the following address:

Safe Children Coalition
1500 Independence Blvd.
Suite 210
Sarasota, FL 34234
Att: Lucia Branton

If you have any questions, please don't hesitate to call me.

Regards,

Lucia Branton
Director of External Affairs
Sarasota YMCA-Safe Children Coalition
(941) 371-4799 x 193.





March 19, 2015

Carry this doc
Thru 2018-19

Lucia Branton, Director of Media and External Affairs
Safe Children Coalition
1500 Independence Blvd., Suite 210
Sarasota, Florida 34234

Ms. Branton:

Attached is the Circuit 12 Educational Interagency Agreement signed by our President/CEO Donna Doubleday. If you would be so kind as to provide us with a copy when the document has been fully executed, we'd appreciate it. Thank you!

A handwritten signature in cursive script that reads "Pat Kozic".

E. Pat Kozic
Contracts Administrator

Term thru
6/30/19

An equal opportunity employer/program

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 FSN 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 F/W 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

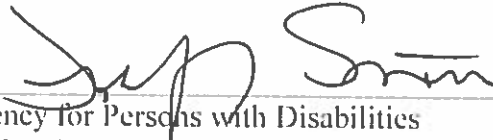


3-19-15

Career Source Heartland Region 19
Donna Doubleday President/CEO

Date

Agency of Persons with Disabilities

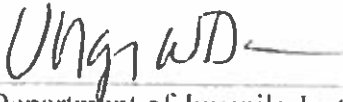


2/20/15

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.

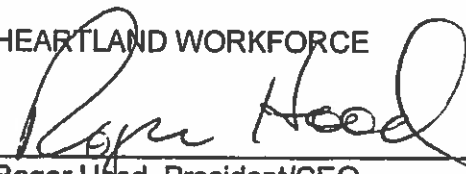
This MOU will remain in effect until terminated by one or both parties.

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
CareerSource Heartland

I. Purpose

Manatee Community Action Agency, Inc., hereinafter referred to as "MCAA Parents as Teachers – Hardee/DeSoto", and the CareerSource Heartland, hereinafter referred to as CSH, enter into this mutual, non-monetary Memorandum of Understanding for the period commencing March 31, 2016, and extending through September 30, 2017, in order to facilitate effective collaboration and services for individuals served by both organizations.

II. Services

MCAA Parents as Teachers – Hardee/DeSoto's objective is to improve parenting practice and child development, provide early detection of developmental delays, prevent child abuse, and increase children's readiness and success in school for families in Hardee/DeSoto Counties.

CSH's vision is to achieve and maintain an integrated, job-driven public workforce system by: facilitating cooperation 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.

Both parties recognize that each party's focus critically impacts the goals of the other.

Therefore, both parties agree:

- To work collaboratively to provide support and referrals for families living in Hardee/DeSoto County;
- To provide training to the other on program specific details and services available.

III. Information Exchange

MCAA Parents as Teachers – Hardee/DeSoto agrees:

- To provide – CSH with referral forms to use in the referral process to Parents as Teachers – Hardee/DeSoto;
- To inform Parents as Teachers – Hardee/DeSoto staff about CSH - services to ensure the completion of appropriate referrals;

- To provide enrolled families with a referral to CSH - when needed to meet the needs of the child and family;
- To provide CSH with rack cards, business cards, and flyers which identify current services; and
- To engage in collaborative activities when feasible to support families in the community.

CSH agrees:

- To provide Parents as Teachers – Hardee/DeSoto with referral forms to use in the referral process to CSH;
- To inform CSH staff about Parents as Teachers – Hardee/DeSoto services to ensure the completion of appropriate referrals;
- To provide enrolled families with a referral to Parents as Teachers – Hardee/DeSoto when needed to meet the needs of the child and family;
- To provide Parents as Teachers – Hardee/DeSoto with rack cards, business cards, and flyers which identify current services; and
- To engage in collaborative activities when feasible to support families in the community.

MCAA Parents as Teachers – Hardee/DeSoto and CSH shall agree to maintain and update information as needed.

IV. Term

This Memorandum of Understanding shall begin March 31 2016, and shall end on September 30, 2017.

V. 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.

VI. Authorization

Manatee Community Action Agency

Barbara J. Cotton
Signature

Pres. / CEO
Position Title

4/1/16
Date

CareerSource Heartland

[Signature]
Signature

President/CEO
Position Title

4-5-16
Date

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.

Attachment 6: 2015-16 Training Agent Agreements.

Training Agreements are in place with the following. Sample agreement attached.

CareerTech, Lakeland

Charlotte Tech Center, Port Charlotte

DeSoto County School District, Arcadia

Fortis Institute, Port St. Lucie

Indian River State College

Keiser University, Port St. Lucie

National Business Institute (NBI), Winter Haven

Roadmaster (aka CareerPath), Tampa & Orlando

South Florida State College

SunCoast Trucking

Truck Driver Institute (TDI), Sanford

Training Vendor Agreements are also in place with the following for ABE/GED/ESOL:

DeSoto County School District

Hardee County School District



2015-16 Training Agent Agreement

THIS AGREEMENT is entered into between
CareerSource Heartland (CSH), 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, and

hereinafter referred to as "Training Agent".

Whereas, CareerSource Heartland has available funding for certain training of eligible individuals under Title I of the Workforce Investment Act (WIA), Title I of the Workforce Innovation and Opportunity Act (WIOA), Florida's Welfare Transition (WT) legislation, and the Trade Adjustment Assistance (TAA) Program; and

Whereas, in response to the training needs of unskilled and/or dislocated workers in DeSoto, Hardee and Highlands counties, CareerSource Heartland may request from time to time that Training Agent provide certain prescribed training to eligible individuals referred by the staff of CareerSource Heartland, and;

Whereas, Training Agent agrees to provide said training as aforesaid, subject to the terms and conditions set forth hereinafter; and

Whereas, this Agreement summarizes the agreement of CareerSource Heartland and Training Agent as to the training program(s) to be provided to those eligible individuals referred by CareerSource Heartland staff and accepted by Training Agent and the operating procedures governing payment for that training program, and

Whereas, that CareerSource Heartland is the designated referral agent for WIA, WIOA, WT, and/or TAA programs and acts as the referral agent for WIA, WIOA, WT, and/or TAA participants.

NOW, THEREFORE, the following General Provisions are HEREBY AGREED TO BY THE PARTIES:

A. STATEMENT OF WORK

1. Eligible individuals referred by CareerSource Heartland (CSH) to Training Agent shall be enrolled in the approved training course(s) specified on the CSH Individual Training Account (ITA) 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 ITA Voucher.
2. For individuals requiring a renewal of the CSH ITA 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 Training Agent.
3. Training agent shall provide the training program(s) as specified in the Training Provider Application. The Training Agent 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 WIA, 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 training for each individual. Only those participants determined to be in need of training through this objective assessment will be referred to the Training Agent by CSH staff. The Training Agent is not authorized to enroll the participants into additional training courses or programs without prior written consent of CSH.
5. Training Agent agrees that each individual referred for training will be evaluated for all financial aid eligibility normally available to Training Agent students. Students eligible for WIA, WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIA, WIOA, WT, and/or TAA participants. WIA, WIOA, WT, and/or TAA participants shall be

afforded all the rights, privileges, and benefits available to the general student population of the Training Agent. WIA, WIOA, WT, and/or TAA clients will not be charged out of state tuition rates.

6. Training Agent agrees to coordinate with CSH staff on matters related to financial assistance programs under **Title IV of the Higher Education & Opportunity Act (HEOA)**. Training Agent agrees that where student financial aid programs for post-secondary education are available, Training Agent shall ensure that the WIA, WIOA, WT, and/or TAA funds provided by CSH do not duplicate funds otherwise available in the area. **HEOA includes but is not limited to programs such as Pell Grant; Supplemental Education Opportunity Grant; Workstudy; Perkins Loan; Family Education Loan Program – including Stafford, PLUS, Federal Supplemental Loans for Students; and the Direct Loan Program.**
7. Training Agent agrees to notify the CSH Chief Operations Officer, in writing, of any financial aid provided to WIA, WIOA, WT, and/or TAA students. It is the responsibility of the Training Agent 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 ITA Voucher will specify the expenses that will be paid for by WIA, WIOA, WT, and/or TAA funds. The Training Agent shall adhere to the plan of action established as to the disposition of the Pell Grant for individual participants. CSH has established a policy of requiring the client to **utilize HEOA Grants first.**
8. Training Agent will seek and coordinate other funding sources for the WIA, WIOA, WT, and/or TAA student. The types and amounts of these other funding sources will be made available to the student's career manager and CSH through the ITA Voucher billing process.
9. Training Agent acknowledges and understands that remuneration to attract WIA, WIOA, WT, and/or TAA students is prohibited.
10. Training Agent agrees to maintain proper institutional accreditation and/or Florida licensure.
11. Training Agent shall provide to CSH, monthly progress reports/data on students enrolled in approved training, as well as final performance reporting (i.e., accreditation received, etc.)

B. FETPIP REPORTING

Effective July 1, 1999, training agents must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The Training Agent shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintaining subsequent eligibility, the Training Agent 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 will be:

For all students:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment

For WIA/WIOA supported students:

- 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

C. Performance payments to Training Service Providers

Background

Locally developed ITA Agreements between CareerSource Heartland (CSH) and eligible training service providers will include provisions for a performance based payment in compensation for costs which are over and above those normally covered by tuition. Such costs are those associated with the processing of ITAs, the tracking and reporting of outcomes to FETPIP – for those students being funded by WIA/WIOA only. Performance payments will be a fixed amount associated with each individual voucher.

Procedures

CSH agrees to an incentive payment of \$50.00 for six (6) months retention in a training related occupation. In order to be eligible for this incentive payment, the training provider that holds the ITA must:

- At least 30 days prior to graduation and/or completion, refer the participant for registration to the state-approved job match system provided through the WIA/WIOA-contracted provider at any CSH center.
- Provide general Labor Market Information to assist the student in finding employment, and enter that service into the job matching system.
- Coordinate with the WIA/WIOA-contracted provider and the respective CSH Career Manager at the time of graduation/completion, to ensure initial placement.
- Report to the WIA/WIOA-contracted provider, through the use of the “monthly attendance/progress report”, initial placement information which must include, as a minimum, the following:
 - Employer name, address, phone number
 - Job title
 - CIP code
 - Job start date
 - Hourly wage
- A subsequent report must be submitted to the WIA/WIOA-contracted provider verifying six months' retention, utilizing the “comments” section of the “monthly attendance/progress report” to document this requirement (a copy of the initial placement report is preferred). Minimum information should include the date verified, the name and position of the person providing the verification, and the hourly rate of pay. If the participant has changed employers, a sequence of events must be documented which substantiates six months employment in a training related occupation. This may require the submission of multiple “monthly attendance/progress reports” (one per employer).

Performance payments not earned by the training provider may not be charged back to the WIA/WIOA participant and may not create any manner of additional charge or debt to the participant.

D. AGREEMENT PERIOD

This Agreement will be effective on the latest date of signature, and will end on June 30, 2016. Renewal of this agreement will be re-determined each year according to updated cost and program information to re-determine eligibility based on performance. Training agents must meet minimum levels of performance.

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 WIA, WIOA, WT and/or TAA participants already enrolled in training.

E. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to Training Agent by CareerSource Heartland (CSH) staff as evidenced by a valid CSH ITA Voucher. Tuition or other payments will be made to Training Agent only for those individuals enrolled in and receiving training.

2. Training Agent shall forward to CareerSource Heartland (CSH) Administrative Offices, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, an ITA Voucher and written invoice for this tuition/fee at the time a student referred begins training and becomes eligible for invoicing. This invoice is payable to Training Agent upon receipt in accordance with payment procedures listed below.
3. Training Agent shall, in conformity with the general refund policies of Training Agent, 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. Any changes in the Training Agent'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, the Training Agent will supply CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to all CSH sponsored students the same as they would apply to any student. The Training Agent agrees not to accept a voucher that was transferred to any other student.
7. The Training Agent acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.

Payment Procedure

- a. Training Agent 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 training services under this Agreement shall be based on the Training Agent's response on the Training Provider's Application. The Training Agent will receive funds based on the information contained on the ITA Voucher and from the coordination of other funding sources available to the student. The training agent will not charge additional fees, i.e., out-of-state tuition rates in addition to standard curriculum for tuition and fees.
- b. **To receive reimbursement**, the Training Agent must submit to the CareerSource Heartland (CSH) Administrative Office, an official CSH ITA Voucher and invoice, supported by backup documentation for the costs billed and a cumulative summary of HEOA grants awarded for each customer. The payment request should be addressed to: CareerSource Heartland, ATTN: Accounts Payable, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870.
- c. ITA Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.
- d. ITA Vouchers and invoices not accepted for payment will be returned to the Training Agent with an explanation.

F. RECORDS

Upon request, Training Agent 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. (*see "School Referrals Notice")

Training Agent 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. (*see School Referrals Notice")

G. ACCESS TO RECORD & MONITORING

Training Agent shall make available to CareerSource Heartland, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida or their designated representatives, any books, documents, papers, letters, records (including computer records) of Training Agent 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 photocopies. This right includes timely and reasonable access to Training Agent personnel for the purpose of interviews and discussions related to such documents.

H. AUDITS

If applicable, Training Agent 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, and any other specific requirements imposed by CareerSource Heartland.

I. ASSIGNMENTS AND SUBCONTRACTS

Training Agent shall not sub-contract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CareerSource Heartland (CSH), unless otherwise authorized by this Agreement. A written subcontract must be presented to CSH for consideration. In no case shall such consent relieve Training Agent from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

J. TERMINATION FOR CONVENIENCE/DEFAULT

1. CareerSource Heartland (CSH) or Training Agent may terminate this Agreement for convenience when it is in the best interest of CSH or the Training Agent. 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 the Training Agent has thirty (30) days after the effective date to bill for payment. The Training Agent 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. CareerSource Heartland (CSH) or Training Agent 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 the Training Agent fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the Training Agent of such unsatisfactory performance in writing. The Training Agent 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 of the Training Agent to respond within the appointed time or failure of the Training Agent to respond 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.

The Training Agent 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.

K. AMENDMENTS/NOTIFICATIONS

1. CareerSource Heartland (CSH) reserves the right to amend, modify or extend this Agreement, with written acknowledgement of Training Agent. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by the Training Agent of a written notice of change signed by the CSH President/CEO.
2. 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.
3. All notices under this Agreement shall be given in writing to the parties at the following address:

Donna Doubleday, President/CEO
CareerSource Heartland
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870

If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the name of the person or address to which future notices are sent as provided by this paragraph.

L. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

<p>_____</p> <p>_____</p> <p>Date</p>	<p>CAREER SOURCE HEARTLAND</p> <p>_____</p> <p>Donna Doubleday, President/CEO</p> <p>_____</p> <p>Date</p>
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NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)