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(1) Chief Elected Official(s)

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

The chief elected officials for LWDA 5 are:

**Eric Hinson, County Commissioner**
Gadsden County Board of County Commissioners
PO Box 1799
Quincy, Florida 32353
Telephone Number: (850) 875-8650
E-mail Address: ehinson@gadsdencountyfl.gov

**Nick Maddox, County Commissioner, Chief Local Elected Official**
Leon County Board of County Commissioners
301 South Monroe Street, 5th Floor
Tallahassee, Florida 32301
Telephone Number: (850) 606-5367
E-mail Address: maddoxn@leoncountyfl.gov

**Quincee Messersmith, County Commissioner**
Wakulla County Board of County Commissioners
PO Box 1263
Crawfordville, Florida 32326-1263
Telephone Number: (850) 508-7774
Email Address: qmessersmith@mywakulla.com

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

See Attachment 1 – Interlocal Agreement

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

See Attachment 1 – Interlocal Agreement

D. Attach a copy of the current by-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations. At a minimum the by-laws must include:

i. The nomination process used by the chief elected official to elect the local board chair and local board members;
ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;

iii. The process to notify the chief elected official of a board member vacancy ensuring a prompt nominee;

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

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

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

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

See Attachment 2 – By-Laws of the Big Bend Jobs and Education Council, Inc.

E. Describe how the chief elected official is involved in the development, review and approval of the local plan.

During the meeting between the three county commissioner designees that serve as workforce liaisons to the County Commissions, the members agreed that the Leon County Chief Elected Official (CEO) would hold the consortium’s signatory authority. The decision was made due to the proximity of the County offices to the Career Center and the CSCR Administrative center.

In order to gain feedback from the CEOs, CSCR scheduled a meeting for the sole purpose of reviewing the draft local plan. A series of open-ended questions were posed to the CEOs to gain their direction/input for proposed changes. All recommended changes, within reason, were incorporated into the draft plan. Items discussed included:

- Board Recruitment/Selection/Approval
- Partnerships
- Service Delivery
- Program Successes/Challenges
- County Initiatives that CSCR should focus/place resources

After feedback from the CEOs was incorporated, the plan was routed through the CSCR Board of Directors and its associated committees for review and feedback prior to the public comment phase. Upon completion of the public comment phase, any feedback received from the public will be incorporated, if warranted. At this juncture, the draft plan, including all prior input, will be brought back to the CEOs and the Board of Directors/Committees for additional review and feedback. Barring no additional changes, the plan will be considered final and
ready for the appropriate approval process(es). At the designated Board of Directors meeting, the CEOs and Board of Directors will provide their approval of the plan. Based on the agreement from both bodies of authority, the plan will be signed by the CEOs and Board of Directors’ Chair verifying their consent and approval of the local plan.

(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.

**Board of Director’s Chair – Scott Watson, Vice President**

CSI Contracting, Inc.
1131 Dade Street
Quincy, FL 32351
850-544-5726
sw@csi-contracting.com

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

**Board of Director’s Vice-Chair – Jonathan Gray, General Manager**

Cal-Maine Foods, Inc.
673 Shade Farm Road
Quincy, FL 32352
850-856-5196
jgray2@cmfoods.com

C. Describe how the LWDB was involved in the development, review, and approval of the local plan.

The organization’s approach to completing the local plan is one that encourages and requires the formal input of board members in all phases of the plan’s development. A draft document, that provides the framework and structure by which board members can provide their input, is prepared by staff. From there, the draft plan is submitted to the board’s Strategic Policy and Planning Committee (SPPC), whose charge is to make recommendations to the Board of Directors on specific policies, strategies, programs, demand occupations, training programs and activities affecting workforce development for both employer and career seeker customers. The feedback and input of the SPPC is then incorporated into the plan. The SPPC staff liaison prepares the committee’s plan recommendation(s) for presentation to the board’s Executive Committee (EC). The EC also has the same opportunity to provide feedback and input as the SPPC. At this juncture, the EC’s recommendation regarding the local plan is then presented to the Board of Directors for approval. In order for the plan to be approved, a formal meeting is held, a quorum must be established and there must be an affirmative majority vote by those members present. The “Consortium”, consisting of the three designated County Commissioners, will also review and sign off on the plan.
(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

CareerSource Capital Region has been designated by the Gadsden, Leon and Wakulla Workforce Development Consortium (“the Consortium”) as the local sub-recipient and fiscal agent for all WIOA funds and other federally-funded workforce development programs operating within the LWDA.

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

In accordance with the inter-local agreement established by the Consortium, CareerSource Capital Region will act as its own administrative entity and be responsible for all program activities as required.

C. Identify if a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy [2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy](https://www.careersourceflorida.com/). CSCR operates as both the local fiscal agent and administrative entity (inter-local agreement describing the associated responsibilities is attached). At this time CSCR does not plan to be a one-stop operator or a direct provider of services at the career centers (with the exception of Business Services). CSCR has contracted with a service provider through June 30, 2020 to carry out services to participants at our three career centers. At the writing of this plan, CSCR is in the process of issuing a Request for Proposal for One-Stop Operator and Workforce Development Services Provider for the tri-county service area.

As a safeguard against potential conflicts of interest, a Code of Business Conduct and Ethics policy as well as a Conflict of Interest Statement and Disclosure form was established. All staff and members of the Board of Directors receive and sign both documents upon onboarding and annually thereafter. The policy states that everyone is expected to maintain high ethical standards of conduct and that actual or potential conflicts of interest must be reported to their supervisor, CEO or the Chair of the Board of Directors. The ROPC department (consisting of board staff) monitors the service provider’s performance in relation to the contractual agreement, ensuring the required measures are met or exceeded. If it is determined that performance is not met, the ROPC department requires a Corrective Action Plan with specific steps and defined timelines to correct deficiencies. Additionally, the ROPC department reviews files, processes and service delivery for potential risks and alerts the service provider, Chief Executive Officer, as well as the Board of Directors when issues arise and provides recommendations on how best to correct any issues, including perceived or actual conflicts of interest.
A. Describe the local one-stop system (including the number, type and location of the comprehensive center(s)\(^1\), and other service delivery points).

CareerSource Capital Region operates three comprehensive one-stop centers (locally referred to as “Career Centers”) as well as one satellite office known as the Executive Center. Effective July 2020, this function (Executive Center) will be managed by the contracted service provider. The local system is designed with the thought that each county in CSCR’s operating area needs a workforce presence in their community. Additionally, the CSCR Executive Center affords professional career seeker candidates with the opportunity to meet their employment objectives by linking them with high skill/high wage careers that align with their education and skill set. CSCR’s Career Centers and Executive Center are located at:

**Administrative Center/Executive Center**
2639 North Monroe Street
Building C, Suite #100
Tallahassee, Florida 32303

**Gadsden County Career Center**
1140 West Clark Street
Quincy, Florida 32351

**Leon County Career Center**
2601 Blairstone Road
Building C - Suite 200
Tallahassee, Florida 32301

**Wakulla County Career Center**
3278 Crawfordville Highway, Suite G
Crawfordville, Florida 32327

Each of CSCR’s Career Centers provide career seekers with access to workforce development programs and services according to the career seekers’ needs. This includes the Workforce Innovation and Opportunity Act (WIOA) for eligible Adults, Dislocated Workers (DWs) and Youth; Wagner-Peyser (WP); Priority Reemployment Planning (PREP); Veteran Services; Welfare Transition (WT); and Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T). Additionally, Trade Adjustment Assistance (TAA) and Migrant Seasonal Farmworker (MSFW) programs and services are administered primarily through the Gadsden

\(^1\)A comprehensive center is one in which all core and required partner services are available either physically at the location or by direct linkage through technology to a program staff member who can provide meaningful information or services. See Training and Employment Guidance Letter No. 16-16 (TEGL 16-16) and Training and Employment Guidance Letter No. 16-16, Change 1 (TEGL 16-16, Change 1). Additionally, Memorandums of Understanding (MOU) and Infrastructure Funding Agreements (IFA) must be executed for all partners connected to the comprehensive centers.
County Career Center. Career seekers also have access to a full-service resource room (with computers, copiers and fax machines), work-readiness services such as workshops that teach job searching skills, and no-cost assessments at each of CSCR’s comprehensive Career Centers.

CSCR also operates one (1) mobile van that is technologically equipped similarly as the resource rooms located within our Career Centers. The mobile unit is utilized, primarily, at events such as job fairs, hiring fairs and recruitment events; community events at which career seeker and/or business customers are expected to attend; and during natural disasters that may have rendered the Career Center inoperable. Also, known as a “career center on wheels”, the mobile van allows CSCR to provide career seekers in the community with access to the state’s web-based labor exchange system - Employ Florida (EF) in order to register in the system, enter/update their resume, search for open and available positions, and to access the myriad of different resources available through EF. Career seekers may also submit online applications and even print work-related information that they need to secure employment.

Lastly, CSCR has also implemented an Affiliate Status Program (ASP) in which CSCR partners with community organizations who have space and available computers (with high-speed internet access and sufficient anti-virus and privacy-protection software) that are open to the general public as well as staff who can assist career seekers with accessing EF. The ASP was established in order to provide greater access to workforce services by career seekers who are not readily able to travel to a Career Center. Examples of ideal locations to serve as an affiliate site include community centers, churches and libraries. CSCR plans to expand its ASPs in the more rural communities to increase usage of EF. At this time, the ASPs are currently located at:

- Leon County Public Libraries (seven locations)
- The Kearney Center (Regional Homeless Shelter)

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.

The hours of operation for CSCR’s comprehensive Career Centers are as follows:

Gadsden County:  
Monday through Thursday: 8:30am – 6:00pm  
Friday: 8:30 am – 1:00 pm 

Leon County:  
Monday through Thursday: 8:30am – 6:00pm  
Friday: 8:30 am – 1:00 pm 

Wakulla County:  
Monday through Thursday: 8:30am – 6:00pm  
Friday: 8:30 am – 1:00 pm 

Due to the specialized nature of the Executive Center, career seekers are seen by appointment only during the following hours:
Monday through Thursday: 8:00 am – 5:00 pm  
Friday: 8:00 am – 1:00 pm

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

CSCR has contracted with the following organization:

Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions (DWFS)  
237 South Street  
Waukesha, WI 53186  
Point of Contact: Paul Dunn, Chief Executive Officer

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

CSCR has contracted with the following organization:

Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions (DWFS)  
237 South Street  
Waukesha, WI 53186  
Point of Contact: Paul Dunn, Chief Executive Officer

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

CSCR has secured a single contractor to serve as its One-Stop Operator and to be the provider of all workforce development services in CSCR’s operating area. As such DWFS is the provider of basic career services, individualized career services, training services and follow-up services as required by WIOA. DWFS staff will determine the level of service that is most appropriate for a career seeker subsequent to interviewing and assessing the career seeker’s needs. In accordance with WIOA, the following basic career services will be provided: (i) eligibility determination; (ii) outreach, intake, and orientation to the information and other services available through CSCR’s Career Centers; (iii) initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs*; (iv) labor exchange services, including job search and placement assistance, and individual career counseling, if appropriate; labor market information; information on the programs and performance of eligible training providers; information on CSCR’s performance, information on (and referral to, when appropriate) the availability of supportive services or assistance, and information on (and referral to, when appropriate) cash and food assistance benefits provided by the Department of Children and Families; and (x) provision of information and assistance regarding filing claims for Reemployment Assistance benefits.  *Note: As of the writing of this plan, due to funding, CSCR does not provide WIOA Adult and Dislocated Worker program participants with transportation or child-care related supportive services. Adults are able to receive some support services if participating in a Transitional Job.
Further, if determined appropriate in order for an individual to obtain or retain employment, our contracted service provider will also provide the following individualized career services: (i) comprehensive and specialized skills assessments to include in-depth interviewing and evaluation to identify employment goals and barriers; (ii) development of an individual employment plan; (iii) group and individual counseling; (iv) career planning; (v) short-term prevocational skills which include, for example, the development of communication skills, interviewing skills, professional conduct and to prepare individuals for unsubsidized employment or training; (vi) internships and work experiences that are linked to careers; (vii) workforce preparation activities; (viii) financial literacy services; (ix) out-of-area job search assistance and relocation assistance; or (x) English language acquisition and integrated education and training programs; and follow-up services for 12 months after the first day of employment for program participants who are placed in unsubsidized employment.

F. Pursuant to the CareerSource Florida Administrative Policy 093 - One-Stop Career Center Certification Requirements, provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.

CareerSource Capital Region hereby certifies that at least one comprehensive one-stop center in our operating area meets the One-Stop Career Center Certification requirements.
(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; and

**Emerging Industries** – Finance and Insurance, Healthcare and Social Assistance, Transportation and Warehousing, Education and Health Services, Professional and Business Services, Manufacturing and Information sectors make up the top 10 emerging industries. Emerging industries tend to employ a higher percentage in professional occupations.

The Securities, Commodity Contracts, and Other Financial Investments and Related Activities Industry subsector, with 24.3% projected growth through 2027, is the fastest growing industry. This industry is comprised of Investment Banking and Securities Dealing, Securities Brokerage, Commodity Contracts Dealing, Commodity Contracts Brokerage, Securities and Commodity Exchanges, Miscellaneous Intermediation, Portfolio Management, Investment Advice, Trust, Fiduciary and Custody Activities and Miscellaneous Financial Investment Activities.

The second fastest growing industry, with 20.4% projected growth through 2027, is Ambulatory Health Care Services. Industries within this sub-sector generally provide directly or indirect outpatient health care services to ambulatory patients.

The table below represents the Top 20 Fastest-Growing Industries (ranked by percent growth) for the 2019-2027 period.
Existing Occupations – The majority of the occupations in the top 15 (six of 15) are low-skill (requiring no formal educational credential) and are characterized by a high rate of turnover and low-wages. These occupations include Combined Food Preparation and Serving Workers, Including Fast Food, Waiters and Waitresses, Janitors and Cleaners, Except Maids and Housekeeping Cleaners, Laborers and Freight, Stock, and Material Movers, Hand, Landscaping and Grounds keeping Workers and Maids and Housekeeping Cleaners.

Six of the top 15 occupations require some level of postsecondary education (three occupations require a postsecondary award, one occupation requires an associate’s degree and 2 occupations require a bachelor’s degree). The demand for registered nurses, which requires an associate’s degree, is driven by strong employment growth in the healthcare industry sector and is expected to grow 16.2% faster than all other occupations currently in-demand.

The remaining occupations, Retail Salespersons, Stock Clerks and Order Fillers and Receptionists and Information Clerks require a high school diploma or recognized equivalent.

The table below represents the Top 15 Existing Demand Occupations (ranked by total job openings) for the 2019-2027 period.
Emerging Occupations – The majority of the top emerging occupations occur in the healthcare (14 of top 20) and professional services sectors (three of the top 20), in alignment with the overall Florida statewide distribution of top emerging occupations. The remaining occupations occur in the manufacturing, agriculture, food and natural resources and education services sectors, with 25.2%, 23.1% and 20.0% projected growth respectively.

The fastest growing occupation, Nurse Practitioners (29-1171.00), is expected to see 32.2% in growth over the next 7 years. Individuals employed in this occupation, either independently or as part of a care team, are responsible for the diagnosis and treatment of acute, episodic or chronic illness. They are registered nurses who have specialized graduate education (master’s degree or higher).

The fastest growing professional occupation, with 25.4% projected employment growth through 2027, is Market Research Analysts and Marketing Specialists (13-1161.00). These individuals research market conditions, gather information to determine potential sales of a product or service, or create marketing campaigns.

The table below represents the Top 20 Fastest-Growing Occupations (ranked by percent growth) for the 2019-2027 period.
B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

More than half of the fastest growing occupations in the capital region are in the health care sector, one of CSCR’s main industry sector focus areas. The business solutions staff has begun looking at recruitment and retention challenges in the industry and the influence and impacts of pay rates.

Business Solutions team members regularly engage with the local business community, education partners, and professional organizations to keep abreast of the ever changing/evolving needs of the business community.

As one avenue to gain information for business intel into employment needs, CSCR sponsors Industry Sector Rounds in the Health Care, IT/Professional Services, Manufacturing, and Construction & Transportation/Logistics sectors. This event brings together employers, education partners and the regional economic development entities together to discuss the challenges in finding and retaining talent and to look for solutions to those challenges.

Common challenges indicated in all sectors include:

- Talent cannot be trained fast enough for the current position openings in the local area.
• Many of the higher education curriculums are not in alignment with the skill sets that local companies need.
• Lack of soft skills in the current candidate pool (training/professional development issues).
• Low unemployment rate results in fewer candidates available for positions.
• Loss of staff due to the current pay structure.

CSCR partners with local technical colleges, who tend to be able to change curriculum more quickly than the universities and community colleges can. These partnerships have allowed employers to meet directly with the technical college staff and student body to communicate the needs they have for student training to meet their employment demands.

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

The table below shows the top 10 advertised detailed job skills found in job openings advertised online in LWDA 5, as of December, 2019.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Advertised Detailed Job Skill</th>
<th>Advertised Skill Group</th>
<th>Job Opening Match Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Customer Service</td>
<td>Customer Service Skills</td>
<td>1,442</td>
</tr>
<tr>
<td>2</td>
<td>Problem Solving</td>
<td>Basic Skills</td>
<td>409</td>
</tr>
<tr>
<td>3</td>
<td>Interpersonal Skills</td>
<td>Interpersonal Skills</td>
<td>304</td>
</tr>
<tr>
<td>4</td>
<td>Work Independently</td>
<td>Basic Skills</td>
<td>301</td>
</tr>
<tr>
<td>5</td>
<td>Time Management</td>
<td>Basic Skills</td>
<td>285</td>
</tr>
<tr>
<td>6</td>
<td>Attention to Detail</td>
<td>Basic Skills</td>
<td>282</td>
</tr>
<tr>
<td>7</td>
<td>Must be Flexible</td>
<td>Basic Skills</td>
<td>277</td>
</tr>
<tr>
<td>8</td>
<td>Effective Listening Skills</td>
<td>Interpersonal Skills</td>
<td>267</td>
</tr>
</tbody>
</table>
### Advertised Tools and Technology:

The table below shows the top 10 advertised detailed tools and technologies found in job openings advertised online in LWDA 5, as of December, 2019.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Advertised Detailed Tool or Technology</th>
<th>Advertised Tool and Technology Group</th>
<th>Job Opening Match Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Microsoft (MS) Office</td>
<td>Office Suite Software</td>
<td>470</td>
</tr>
<tr>
<td>2</td>
<td>Microsoft Word</td>
<td>Word Processing Software</td>
<td>209</td>
</tr>
<tr>
<td>3</td>
<td>Microsoft PowerPoint</td>
<td>Presentation Software</td>
<td>197</td>
</tr>
<tr>
<td>4</td>
<td>Ladders</td>
<td>Ladders</td>
<td>188</td>
</tr>
<tr>
<td>5</td>
<td>Structured Query Language (SQL)</td>
<td>Database User Interface and Query Software</td>
<td>120</td>
</tr>
<tr>
<td>6</td>
<td>Cash Register</td>
<td>Cash Registers</td>
<td>118</td>
</tr>
<tr>
<td>7</td>
<td>Microsoft Excel</td>
<td>Spreadsheet Software</td>
<td>111</td>
</tr>
<tr>
<td>8</td>
<td>Hypertext Markup Language (HTML)</td>
<td>Web Platform Development Software</td>
<td>87</td>
</tr>
</tbody>
</table>

| 9    | Organizational Skills                                                    | Basic Skills                                                     | 259                     |
| 10   | Verbal Communication Skills                                              | Interpersonal Skills                                             | 207                     |
### Industries by Advertised Jobs:

This table shows the industries with the highest job openings advertised online in LWDA 5, as of January 26, 2020.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Industry</th>
<th>Job Openings</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Healthcare and Social Assistance</td>
<td>768</td>
</tr>
<tr>
<td>2</td>
<td>Accommodation and Food Services</td>
<td>640</td>
</tr>
<tr>
<td>3</td>
<td>Professional, Scientific, and Technical Services</td>
<td>431</td>
</tr>
<tr>
<td>4</td>
<td>Educational Services</td>
<td>343</td>
</tr>
<tr>
<td>5</td>
<td>Retail Trade</td>
<td>339</td>
</tr>
<tr>
<td>6</td>
<td>Management of Companies and Enterprises</td>
<td>280</td>
</tr>
<tr>
<td>7</td>
<td>Public Administration</td>
<td>213</td>
</tr>
<tr>
<td>8</td>
<td>Administrative Support and Waste Management and Remediation Services</td>
<td>163</td>
</tr>
</tbody>
</table>
### Occupations by Advertised Jobs:

This table shows the occupations with the highest job openings advertised online in LWDA 5, as of January 26, 2020.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Occupation</th>
<th>Job Openings</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registered Nurses</td>
<td>356</td>
</tr>
<tr>
<td>2</td>
<td>First-Line Supervisors of Food Preparation and Serving Workers</td>
<td>111</td>
</tr>
<tr>
<td>3</td>
<td>Retail Salespersons</td>
<td>98</td>
</tr>
<tr>
<td>4</td>
<td>Customer Service Representatives</td>
<td>98</td>
</tr>
<tr>
<td>5</td>
<td>Combined Food Preparation and Serving Workers, Including Fast Food</td>
<td>84</td>
</tr>
<tr>
<td>6</td>
<td>General and Operations Managers</td>
<td>77</td>
</tr>
<tr>
<td>7</td>
<td>Management Analysts</td>
<td>66</td>
</tr>
<tr>
<td>8</td>
<td>Nursing Assistants</td>
<td>58</td>
</tr>
</tbody>
</table>
(3) Please provide an analysis of the workforce in the local area, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the local area, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

Below is an analysis of current data for CareerSource Capital Region’s local area to include labor force employment, unemployment data, labor market trends, education/skill level of the workforce including those with barriers to employment.

**Current Jobs Available:**
There are 4,005 job openings advertised online in LWDA 5, FL on January 28, 2020.

**Monthly Job Count:**
There were 9,644 job openings advertised online in Tallahassee MSA, FL in December, 2019.

**Area Labor Force, Employment and Unemployment Data:**
The total civilian labor force (not seasonally adjusted) for LWDB 5 in December, 2019 was 192,732, of which 187,771 were employed and 4,961 were unemployed. The unemployment rate was 2.6 percent.

**Employment Wage Statistics:**
The average weekly wage for LWDA 5 in the second quarter of 2019 was $846. This would be equivalent to $21.15 per hour or $43,992 per year, assuming a 40-hour week worked the year round.

**Current Employment Statistics:**
Current employment, by industry, for the Tallahassee MSA in December 2019 were: Total Nonagricultural Employment (193,300), Total Private (130,100), Good Producing (12,100), Mining, Logging and Construction (8,800), Manufacturing (3,300), Service Providing (181,200), Private Service Providing (118,000), Trade, Transportation and Utilities (26,800), Wholesale Trade (3,800), Retail Trade (20,300), Food and Beverage Stores (4,100), General Merchandise Stores (4,600), Transportation, Warehousing and Utilities (2,700), Information (2,900), Financial Activities (8,200), Professional and Business Services (23,400), Education and Health Services (25,100), Leisure and Hospitality (21,500), Other Services (10,100), Total Government (63,200), Federal Government (2,200), State Government (46,500), Local Government (14,500).
**Occupations by Projected Growth:**
The top 10 fastest growing occupations for LWDB 5 through 2027 include Nurse Practitioners (32.2%), Respiratory Therapists (29.4%), Physical Therapist Assistants (27.6%), Medical Assistants (27.3%), Market Research Analysts and Marketing Specialists (25.4%), Helpers--Production Workers (25.2%), Software Developers, Applications (23.9%), Nonfarm Animal Caretakers (23.1%), Personal Care Aides (22.6%) and Medical Secretaries (21.3%).

**Occupations by Employment Wage**
The occupations with the highest estimated mean (annual) wages for 2018 in LWDB 5 were Physicians and Surgeons, All Other ($208,000 or more), Surgeons ($204,680), Psychiatrists ($200,602), Family and General Practitioners ($183,402), Personal Financial Advisors ($170,598), Dentists, General ($149,326), Optometrists ($131,267), Chief Executives ($130,218), Engineering Managers ($128,275), and Lawyers ($118,032).

**Population Totals:**
The estimated 2006 population of LWDB 5 was 336,119. The 2016 population of LWDB 5 was estimated at 365,721. This represents an increase of 8.81% since 2006.

**Labor Market Trends:**
The table below represents the top 15 occupations gaining the most new jobs for the 2019-2027 time period.

<table>
<thead>
<tr>
<th>Occupation Title</th>
<th>2019 Employment</th>
<th>2027 Projected Employment</th>
<th>Estimated Annual Openings Growth</th>
<th>2019-2027 Percent Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Food Preparation and Serving Workers, Including Fast Food</td>
<td>5,480</td>
<td>6,291</td>
<td>811</td>
<td>14.8</td>
</tr>
<tr>
<td>Registered Nurses</td>
<td>3,775</td>
<td>4,402</td>
<td>627</td>
<td>16.6</td>
</tr>
<tr>
<td>Management Analysts</td>
<td>6,374</td>
<td>6,743</td>
<td>369</td>
<td>5.8</td>
</tr>
<tr>
<td>Occupation</td>
<td>Jan 2020</td>
<td>Feb 2020</td>
<td>Change</td>
<td>Percent Change</td>
</tr>
<tr>
<td>------------</td>
<td>----------</td>
<td>----------</td>
<td>--------</td>
<td>----------------</td>
</tr>
<tr>
<td>Waiters and Waitresses</td>
<td>3,581</td>
<td>3,835</td>
<td>254</td>
<td>7.1</td>
</tr>
<tr>
<td>Janitors and Cleaners, Except Maids and Housekeeping Cleaners</td>
<td>3,028</td>
<td>3,260</td>
<td>232</td>
<td>7.7</td>
</tr>
<tr>
<td>Cooks, Restaurant</td>
<td>1,851</td>
<td>2,062</td>
<td>211</td>
<td>11.4</td>
</tr>
<tr>
<td>Accountants and Auditors</td>
<td>3,101</td>
<td>3,309</td>
<td>208</td>
<td>6.7</td>
</tr>
<tr>
<td>Software Developers, Applications</td>
<td>859</td>
<td>1,064</td>
<td>205</td>
<td>23.9</td>
</tr>
<tr>
<td>Customer Service Representatives</td>
<td>3,575</td>
<td>3,773</td>
<td>198</td>
<td>5.5</td>
</tr>
<tr>
<td>Receptionists and Information Clerks</td>
<td>1,581</td>
<td>1,775</td>
<td>194</td>
<td>12.3</td>
</tr>
<tr>
<td>Nursing Assistants</td>
<td>1,390</td>
<td>1,583</td>
<td>193</td>
<td>13.9</td>
</tr>
<tr>
<td>General and Operations Managers</td>
<td>1,960</td>
<td>2,146</td>
<td>186</td>
<td>9.5</td>
</tr>
<tr>
<td>Medical Assistants</td>
<td>608</td>
<td>774</td>
<td>166</td>
<td>27.3</td>
</tr>
<tr>
<td>Market Research Analysts and Marketing Specialists</td>
<td>621</td>
<td>779</td>
<td>158</td>
<td>25.4</td>
</tr>
</tbody>
</table>
### Industries by Projected Growth:

The table below shows the top 10 industries with the highest annual percent change in LWDA 5 for the 2019-2027 time period.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Securities, Commodity Contracts, and Other Financial Investments</td>
<td>321</td>
<td>399</td>
<td>78</td>
<td>24.3</td>
</tr>
<tr>
<td>Hospitals</td>
<td>6,323</td>
<td>7,418</td>
<td>1,095</td>
<td>17.3</td>
</tr>
<tr>
<td>Couriers and Messengers</td>
<td>715</td>
<td>830</td>
<td>115</td>
<td>16.1</td>
</tr>
<tr>
<td>Educational Services</td>
<td>2,254</td>
<td>2,567</td>
<td>313</td>
<td>13.9</td>
</tr>
<tr>
<td>Social Assistance</td>
<td>3,505</td>
<td>3,976</td>
<td>471</td>
<td>13.4</td>
</tr>
<tr>
<td>Professional, Scientific, and Technical Services</td>
<td>11,977</td>
<td>13,424</td>
<td>1,447</td>
<td>12.1</td>
</tr>
<tr>
<td>Nursing and Residential Care Facilities</td>
<td>3,104</td>
<td>3,471</td>
<td>367</td>
<td>11.8</td>
</tr>
<tr>
<td>Machinery Manufacturing</td>
<td>478</td>
<td>534</td>
<td>56</td>
<td>11.7</td>
</tr>
</tbody>
</table>
Data Processing, Hosting and Related Services | 666 | 739 | 73 | 11.0

**Income Totals (Tallahassee MSA)**

The table below shows the income totals for the Tallahassee MSA, for the years listed.

<table>
<thead>
<tr>
<th>Income</th>
<th>Year</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median Family Income</td>
<td>2018</td>
<td>$70,467</td>
</tr>
<tr>
<td>Mean Family Income</td>
<td>2018</td>
<td>$89,300</td>
</tr>
<tr>
<td>Median Household Income</td>
<td>2018</td>
<td>$50,401</td>
</tr>
<tr>
<td>Mean Household Income</td>
<td>2018</td>
<td>$70,526</td>
</tr>
<tr>
<td>HUD Median Family Income</td>
<td>2019</td>
<td>$68,900</td>
</tr>
<tr>
<td>Per Capita Income</td>
<td>2018</td>
<td>$42,601</td>
</tr>
<tr>
<td>Total Personal Income</td>
<td>2018</td>
<td>$16,407,638</td>
</tr>
</tbody>
</table>


**Education Levels of Available Candidates:**

The table below shows the educational attainment of potential candidates that are looking for jobs in LWDA 5, as of January 28, 2020.

<table>
<thead>
<tr>
<th>Education Level</th>
<th>Potential Candidates</th>
<th>Percentage of Potential Candidates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than High School</td>
<td>1,519</td>
<td>3.96%</td>
</tr>
<tr>
<td>High School Diploma or Equivalent</td>
<td>14,058</td>
<td>36.67%</td>
</tr>
</tbody>
</table>
The most common educational attainment level of LWDA 5 workforce participants is High School Diploma or Equivalent at 36.67%, followed by Bachelor’s Degree at 18.42%, Some College or Associate Degree at 9.80% and then Vocational School Certificates at 8.63%. Only 3.96% of participants have attained less than a high school diploma.

**Work Experience Levels of Available Candidates:**

The table below shows the experience levels of potential candidates that are looking for jobs in LDWA 5, as of January 28, 2020.

<table>
<thead>
<tr>
<th>Minimum Experience</th>
<th>Potential Candidates</th>
<th>Percentage of Potential Candidates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>4,841</td>
<td>12.61%</td>
</tr>
<tr>
<td>1 Year to 2 Years</td>
<td>2,814</td>
<td>7.33%</td>
</tr>
<tr>
<td>2 Years to 5 Years</td>
<td>5,651</td>
<td>14.72%</td>
</tr>
<tr>
<td>Persons with Barriers to Employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The most recent information on unemployment rates for persons with barriers to employment is for 2018. The LWDA 5 2018 unemployment rate was 13.6 percent for disabled persons, 7.0 percent for American Indians and Alaska Natives, 0.0 percent for Native Hawaiians and Other Pacific Islanders, and 3.9 percent for persons 55 and older.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5 Years to 10 Years</th>
<th>6,575</th>
<th>17.13%</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 Years</td>
<td>18,507</td>
<td>48.21%</td>
</tr>
</tbody>
</table>

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

CareerSource Capital Region provides an array of services to the career seeker and business community. Services available to career seekers include: skill level assessment, career interest assessment, transferable skills and aptitude testing; career services; educational assistance; training, career exploration and labor market information; career resources; job placement assistance; support services and referrals to partners; employability skills training (workshops) such as resume writing, networking best practices, utilizing social media and other resources in an effective job campaign, dressing for success, interviewing skills, etc.; networking events such as ConnectionsCR; and recruitment events with local employers. CSCR operates full service career centers providing career management services for participants of WIOA (Adult, Dislocated Worker, Youth, and Special Grants), Welfare Transition (TANF), Trade Adjustment Assistance, Veterans Employment Program and Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T) in addition to providing assistance to our disabled, hard to serve and unemployed (PREP) population. There is a direct relationship with our partner agencies such as Adult Basic Education and Vocational Rehabilitation providers due to our mutual customer base.

Equally as robust as the career seeker services, are the services provided to our business community. CSCR provides the following services/resources to assist in meeting local employer needs: talent sourcing - job postings, recruitment and hiring events, applicant screening; retention strategies - assessments, retention based tax incentives, workforce planning; employee development - on-the-job training, incumbent worker training, professional development, onboarding assistance; labor market analysis - wage surveys, labor projections, industry trends, research and statistics. The Business & Employer Solutions team is intimately involved to assist in ensuring the local employers have the resources (talent, data, intel) necessary for continued growth and development.
The challenges associated with the local workforce development area’s population attaining the education, skills, and training needed to fill the employment gaps are being addressed through a coordinated approach with key stakeholders such as the K-12 and post-secondary institutions, economic development entities and the business community - Career Pathways Council and Industry Sector Rounds. Collectively, it is recognized that in order to meet the current and future needs of our employer community we must provide suitable candidates who possess the skills sought. More importantly, in today’s job market the lack of basic education creates a barrier in obtaining employment even at minimum wage.

Utilizing a system where businesses convey their respective needs through the workforce board and its economic development partners, action steps are taken by CSCR to connect the dots. In specific, the information provided is reviewed and assessed against the current training being offered. If it is determined that the required training needed to fill the talent gap is not being delivered then CSCR will proactively target local education entities to infuse the skills being sought by employers. Additionally, post-secondary and vocational institutions are engaged to submit applications to deliver training using our established review process for making additions to the local eligible training provider list.

(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)).

Both career services and training services are provided for Adult and Dislocated Worker populations. Types of career services under WIOA include Basic, Individualized, and Follow Up levels of service. Basic career services are provided throughout the Career Center and include orientations to services, initial assessment of skill levels and eligibility, referrals to open positions, job search assistance, job matching, assisting with unemployment claims, registration with Employ Florida and other labor exchange systems, and labor market training. These basic level services are designed to provide an essential overview of the career center benefits and begin the intake process into more specialized and customized solutions. Individualized services provided include formal assessments to determine career interests and/or skill levels, development of individual employment plans and one-on-one career consulting. Through individualized career services the need for training level services is determined. Training services provided include both occupational skills training with approved local training providers and work-based training opportunities through work experience, apprenticeships and on-the-job training partnerships established with employers. During training, ongoing engagement with Career Specialists is mandatory on a monthly basis. Upon completion of training and/or obtaining permanent employment, participants are then provided follow-up services for 12 months. Follow up services include periodic check-ins by staff to ensure that employment is retained. At this point, staff will also offer additional services to help the career seeker remain employed. Career seekers found needing additional career consulting and assistance is provided for advancing employment or obtaining new employment, if necessary.

Enrollment in the WIOA Adult and Dislocated Worker programs is determined through a formal assessment of eligibility and suitability. Participants are required to complete specific pre-enrollment activities as part of the WIOA application. These activities include completing a program orientation, Employ Florida Registration, labor market research, employment readiness workshops and formal and informal assessments. Once a candidate has been approved for enrollment, individualized career services or training services may be provided based on the need of the participant.
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)).

Enrollment in the WIOA Youth program is determined through a formal assessment of eligibility and suitability. Participants are required to complete specific pre-enrollment activities as part of the WIOA Youth application process. These activities include completing a program orientation, Employ Florida registration, resume creation, career exploration as well as formal and informal assessments. Once a candidate has been approved for enrollment the participant is enrolled into the Dynamic Futures™ program.

The Dynamic Futures™ model is supported by emerging research in the Youth development field, including best practices by the National Youth Employment Coalition. Dynamic Futures™ is designed to support the successful, long-term engagement of youth on personalized career pathways in growth industries. Implementation of this model in the CSCR service area has increased the soft skills of participating youth and allowed for consistent performance on the WIOA Indicators of Performance since implementation in PY 14-15. This model is currently operated in 2 local workforce development areas in Florida, 3 areas in Texas, one area in Kansas, two areas in Oklahoma and two areas in Wisconsin. All areas have seen marked improvements since implementation.

Dynamic Futures™ consists of a 5 session structured curriculum which includes basic HR training, certificate programs for sexual harassment, diversity and ethics in the workplace, and customer service. Financial literacy, labor market research, job search training, goal setting and presentation skills are covered in the curriculum, as well. Participants are also assessed for basic skills proficiency. By the end of Dynamic Futures™, participants have a resume, an application-ready profile in EF, have completed mock interviews, and have created a plan that leads to either employment or education. Upon successful completion, participants are eligible for paid work experience opportunities or occupational skills training through one of the local approved training providers.

The Dynamic Futures model is easily delivered to priority populations. In the Capital Region, CareerSource partnered with a Transitions Program at Adult Community Education that works with youth with disabilities to teach life skills. Dynamic Futures was used as a career readiness curriculum through WIOA and youth were provided work experience opportunities throughout the community.

Worksite agreements are established with a variety of local employers to provide paid work experience opportunities for eligible youth participants. The standard work experience program consists of 320 hours (8 weeks FT or 16 weeks PT) paid at the prevailing wage for the position attained. Site visits and participant evaluations are completed throughout the experience along with post-assessments to determine work skills obtained or increased through the experience. Upon completion of the work experience component, participants look to secure permanent employment either with the work experience employer or by leveraging the skills learned to earn employment in the same sector.

During training, ongoing engagement with staff is mandatory on a twice-monthly basis. Upon completion of training and/or obtaining permanent employment. Participants are then provided follow-up services for 12 months. Follow up services include periodic check-ins by staff to ensure that employment is retained. At this point, staff will also offer additional services to help the career seeker
remain employed. Career seekers found needing additional career consulting and assistance is provided for advancing employment or obtaining new employment, if necessary.
(1) Describe the local board’s strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).

The CareerSource Capital Region Strategic Goals are to:

**Goal 1** - Develop and maintain a streamlined integrated service delivery model to support employer’s talent needs.

CSCR’s Board of Directors have committed to continuing its integrated service delivery model. Based on several factors, the model appears to be a best practice across the state. There have been several Florida local workforce development areas as well as other states that have visited CSCR in order to understand the service delivery model for replication (in some fashion) in their areas. To date, performance appears to be constant with some areas experiencing a marked increase from the point of service delivery implementation. For CSCR, successful performance equates to supporting an employer’s talent needs by making a direct match with a skilled career seeker who is unemployed/seeking better employment. At this point, CSCR will continue to review its service delivery for any gaps to ensure continuous improvement.

**Goal 2** - Improve the effectiveness of service delivery to our customers - employers and career seekers.

CSCR conducts a career seeker experience survey in addition to a satisfaction survey to employers. The results are reviewed and a follow-up may be performed on negative/detracting comments. CSCR uses information obtained from the surveys to determine system improvements and streamlining for effectiveness of service provision. To keep the Board of Directors informed, the results are shared with the Executive Committee on a quarterly basis. In addition to the use of survey information, CSCR also holds monthly scheduled meetings in order to discuss performance/system/service model successes and areas for improvement. CSCR continuously seeks ways to improve service delivery to our customers.

**Goal 3** - Attract, develop and retain top talent to provide for the workforce needs of employers in the region.

CSCR, under the direction of its Board of Directors, continue to work with training providers, students and employers to find ways to attract, develop and retain the talent being trained/employed through the workforce system. In particular, this topic is discussed in our Sector Rounds. The Sector Rounds is a forum for employers, economic development and training providers to discuss the state of the industry sector and find solutions to training the current and future talent for the knowledge, skills and abilities that employers need to remain competitive in their respective markets. The Sector Rounds are broken out by the major sectors represented in the CSCR service area - Construction & Logistics, Healthcare, Information Technology & Professional Services, and Manufacturing. The Sector Rounds have been in effect for two years and CSCR continues to build on the information provided by employers and educational partners in the individual sectors. The information is also shared with the Career Pathways Council. The Career Pathways Council provides information on locally demand
occupations to educate students, parents, teachers and the like. In-demand occupations are those occupations that are expected to have considerable growth for new jobs, sustainable wages, and career advancement. Our hope is that through educating the community on how to navigate a career ladder/path, that interest would be garnered for highlighted occupations in order to assist in meeting the skills gap that currently exists in our local area.

Another method to attract, develop and retain talent is through the partnership, Florida Georgia Workforce Alliance. Developed over the past four years, CSCR is the driving force behind the Florida Georgia Workforce Alliance. The Alliance of four LWDBs - two in Florida and two in Georgia began meeting in 2015 to look for ways of sharing data, working together in hiring fairs, and cross training front line staff in the Employ Florida and Employ Georgia labor exchange. In 2018, CareerSource NE Florida and WorkSource Coastal in Savannah joined the Alliance. The six LWDBs have signed a 5 year MOU and under a grant from CareerSource Florida, working with a consultant to begin to structure the collaboration into committees, determine what measures will show success, and bring teams together to leverage our resources. The study by Educational Data Systems, Inc. (EDSI) that was completed in August 2019 outlines the goals and objectives of the Alliance. This work will begin to benefit our employers and career seekers by expanding options for skilled talent and opportunities for employment beyond the borders of the local service area(s).

Goal 4 - Develop and improve community partnerships that enhance workforce development.

CSCR staff performs community outreach and engagement to educate the community on solutions provided by CSCR. Through outreach/partnership CSCR has strengthened current partnerships and cultivated new collaborations. As a result, we continue to find new ways that we can reach across agencies and partner to provide services to the community; in particular, how to best provide services to individuals that are considered to be harder to serve (i.e. returning citizens/ex-offenders, at-risk youth, transportation disadvantaged, those with other abilities, etc.). Community partnerships are sought as a way to support the initiatives of CSCR’s Chief Elected Officials Consortium. Each county is building initiatives around its harder to serve or at-risk constituent populations. Another avenue to improve community partnerships is through the Career Center Partners Council. The Council includes WIOA core partners as well as other community based organizations that support the mission, vision and values of CSCR. Through the council, CSCR is able to share details on services offered, initiatives underway, make key connections to leverage resources, collaborate on grant opportunities that serve the core mission of the one-stop system and its partners. Being able to have open and constructive conversation between partners helps to enhance workforce development.

Goal 5 - Ensure that the community understands and recognizes our value and services.

CSCR is committed to being a value for the communities that fall within our service area. CSCR has used different ways to inform the community of our services, and through service provision, the impact CSCR has had on its customers. CSCR has:

- Used several marketing media such as LinkedIn, Facebook and Twitter to provide point-of-time information regarding information sessions, recruitment events, hiring fairs, etc.
- Participated on multiple community agencies board of directors and committees to seek ways to inform the mutual customer bases and ways to leverage resources
- Attended networking events and provide marketing collateral regarding services provided and successes
- Participated in Leadership Tallahassee to broaden our business base

**Goal 6** - Grow unrestricted funds through a money market account.

Over the years, CSCR has experienced a decrease in funding, year over year. This year’s decrease in funding as well as the anticipated decrease for PY 2020-2021 has caused CSCR to make budget cuts. After many years of targeted marketing and outreach to increase the community’s awareness of the value that CSCR adds, CSCR began to be a prominent agency related to training. However, budget cuts led to our deciding that CSCR would need to diversify the funds available. The Board of Directors decided that one such method was to invest the unrestricted funds into a money market account. This was deemed to be the most appropriate avenue to steadily increase the amount of unrestricted funds but with less risk. The funds are currently used for any costs that are/would be deemed unallowable. These funds can also be used to supplement the federal funding received to provide additional opportunities for partnerships as well as providing services to individuals who would not qualify for any other financial assistance but have been determined to be in need of training services as well as support services to assist in quickly returning to the workforce.

**Goal 7** - Champion work-based learning by engaging and educating parents of school-aged children.

CSCR sees work-based learning as the solution to the skills gap experienced in our community. As an example, IT employers stated that the colleges/universities were not training individuals for the current platforms/systems needed in the current and future IT jobs. Although the information was shared with local educational partners, the educational partners are not able to make changes to curriculum quick enough to fill the current supply gap. For this reason, CSCR applied for and received an Apprenticeship Expansion Grant from CareerSource Florida. Through this grant, CSCR has used its platform to convene IT employers to discuss increasing IT apprenticeship programs.

It has become increasingly evident that our local area has many sectors/occupations that could use work-based learning, in its many formats, to build the workforce needed to become and remain competitive. For this reason, CSCR in coordination with Department of Education, training providers and employers, CSCR has begun to seek ways to interact with the parents of school-aged children to educate them on the benefits of work-based learning. Some ways are Parent/Teacher Organization meetings, emails through school listserv, attendance of school orientations, etc. Many parents believe that the only way for their children to have successful careers is through attending colleges/universities. CSCR will continue to educate the general public and the employer community on work-based learning opportunities and hope to see a marked improvement in the usage of the work-based learning. Work-based training can boost performance by quickly returning individuals to employment at sustainable wages. Work-based learning is a win-win for the community as well as CSCR.

**Goal 8** - Improve awareness of CSCR in the general business community, beyond the sectors through three tactics: Talent Innovation Summit, Investment “cafeteria menu”, and Collaborating with the EDOs.

CSCR has improved its integration into strategic alliances within the community. These include the three county EDOs, the five chambers of commerce, multiple nonprofit associations such as the United Way of the Big Bend, United Partners for Human Services and the Institute for Nonprofit Innovation and Excellence (INIE).
With the Talent Innovation Summit, the Board of Directors in concert with our CLEOs have supported a regional conversation event that focuses on the workforce issues at hand by bringing in speakers that have expertise and experience to speak to a specific HR topic. With support from CareerSource Florida and the local SHRM association, keynote speakers are recruited to attract our business leadership and provide ideas and suggestions that address workforce challenges.

To support this effort, CSCR has developed a menu of investment opportunities for the business to be recognized as a sponsor. Sponsorships include the Talent Innovation Summit, Industry Sector Rounds Meetings, Power Hour Workshops and events that directly connect employers and career seekers, such as Hiring Fairs, Ask the HR Experts and ConnectionsCR.

**Goal 9 - Board Development** by bringing in new members with specific talents and knowledge that serve the mission of CSCR and by the education of all board members on workforce development.

CSCR has set forth a policy of inclusion that specifies the intent to have a diversified board that is reflective of the community. In addition, with the sector strategy in place, recruitment has been focused to ensure that the composition of the Board represents the sectors that have the most demand for employees.

CSCR is also looking to invest in a tool to assist in educating board members and CLEOs on the workforce system, their governance and fiduciary responsibilities to the Board and how they can best impact the efforts of CSCR in its communities.

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

The CSCR Board’s strategy is to work with the partners: Wagner-Peyser, Vocational Rehabilitation, Adult Education and Literacy and WIOA to ensure that the services provided by the core programs are easily accessed through the career center. The CSCR Board believes that aligning these services and being aware of co-enrolling opportunities can lead to better and more comprehensive services to our common customers. Vocational Rehabilitation is co-located and provides services in the career centers at least one day a week. Adult Education and Literacy is co-located in the Leon career center and provides GED training and testing services. These co-locations are an effort to put more services in one location for the common customers which allows for better coordination of services, referrals and support. Wagner-Peyser and WIOA programs are integrated with other work programs within the career centers and co-enrollment is provided, where necessary, for eligible customers.

**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.**

According to the National Association of Governors report, “Building a High Performance State Workforce Board,” one of the first indicators of becoming and remaining a high-performing board is by impacting the community with sustainable change. CSCR, over the past six years, has emerged as the community leader recognized in workforce development. We have established strategic partnerships with our federal partners and the educational and training system. CSCR has strengthened relationships with our economic development partners and the non-profit community.
We are seen as a stable and reliable leader in all things workforce, including housing, homelessness, early learning, K-12, returning citizens from prison, people with disabilities and out of school youth. The CareerSource Florida system has set the vision and established performance measures show the progress and a continuous improvement attitude. We respect the autonomy of the partners, yet seek ways to leverage what services each bring to the table. We receive feedback from our partners in a monthly Partners Council meeting where referrals and policy issues are discussed. A common platform for referrals has been developed by the partners and is in use today.

To summarize, CSCR has built the strategic partnerships within the three counties of Leon, Gadsden and Wakulla. We have measures in place, both federally and from CareerSource Florida, to measure our success, and we communicate our mission and vision via media, actions, leadership in the community, and showing our vision by living it every day. The Board uses data to assist in decision making, and holds the system accountable for the funds that are received.

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

CSCR employs or will employ the following service strategies to improve its ability to meet the needs of customers with disabilities as well as other protected population groups:

- Stay abreast of the most up-to-date assistive technology services and tools; ensure that assistive technology services are available for use by clients.
- Provide training to all staff to ensure they are sensitive to the unique needs of individuals (to include disability etiquette) and that they know how to access and/or request accommodations for customers as needed.
- Ensure that staff know the internal process when working with individuals with disabilities and other protected population groups to ensure confidentiality of customer conversations and information.
- Ensure that all marketing and recruitment materials include equal opportunity taglines and TDD/TTY or relay service information; marketing materials are made available through a broad range of media sources.
- Maintain a list of local agencies and resources that assist individuals with disabilities and make this information available to staff and customers.
- Engage a sign language interpreter, as needed/requested, for hearing impaired customers to attend workshops or counseling sessions.
- Ensure that vital documents (i.e. intake/registration forms, assessments, presentations, etc.) are available in Braille or audio for the hearing impaired or are translated into the significant languages present in the area.
- Conduct cross-training with core partner and other partner program staff and Career Center staff to promote relationship-building in areas such as job search techniques, job development, employer negotiation, job support strategies and employer/training services.
- Identify and collaborate on an ongoing basis with local community or advocacy organizations, agencies and schools that provide services and support to individuals with disabilities to educate them about our services and to share resources; establish partnerships/linkages through memoranda of understanding when practical.
• Ensure that staff receive Limited English Proficiency training annually and ensure Spanish speaking staff are available in career centers where Spanish speaking populations are found.
• Ensure that career center facilities meet the most current standards for physical accessibility.
• Review and amend (where necessary) processes and policies to ensure universal access and equal opportunity in the administration of and access to programs/services provided in the career center.
• Ensure representation on LWDB Board of Directors of organizations and committees who are direct providers to individuals with a disability to voice the needs of their customers and assist in the creation of strategic plans and policies. Preferred agencies/organizations serve an array of disabilities including physical, mental, cognitive and sensory disabilities.
• Create and use a common intake form to help determine eligibility for multiple career center and partner programs/services.
• Designation of qualified staff to serve as the Equal Opportunity Officer and frontline staff to act as a Disability Resources Coordinator.
• Develop and implement data sharing agreements among partner programs that serve individuals with disabilities that increase effective support of customers served by the Career Centers, consistent with the privacy and confidentiality policies.
• Network with the employer community in partnership with other local organizations that serve individuals with disabilities to make a “business case” by offering OJT, customized training, etc. for hiring individuals with disabilities.
• Provide employers with disability awareness training in partnership with VR.
• Employ individuals with disabilities to serve customers.

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

To develop the vision and goals for CSCR, staff has used multiple methods to gain information needed to focus our efforts and resources on areas deemed to be most important to the community at large, the Board of Directors and the Chief Elected Officials. One such method is through engagement at the Talent Innovation Summit, where guest speakers direct their comments and share their experiences relevant to business hiring and retention. Another method is through regular industry sector round meetings where employers, workforce development, economic development and education leaders are engaged. Information gleaned from these meetings as well as individual feedback obtained from employers is shared with the Board quarterly. The staff is also significantly engaged in community outreach speaking on employment and workforce development topics at a variety of partner events and meetings. Periodically the Board conducts a retreat to discuss the issues and formulate the updated goals and change the policies to better support and reflect what the business community is asking for from CSCR. Through all of the mechanisms outlined, the Board of Directors can determine what their vision and goals should be in order to impact the state of employment in its communities.

(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)).

CSCR goals are designed to assist the local workforce development area in the achievement of federal performance measures which in turn supports the economic growth and self-sufficiency of its career seekers. CSCR’s prior high level of achievement and experience in managing the federal accountability measures is proof that the goals outlined leads to meeting and/or exceeding performance. CSCR
continues to assist career seekers enter and re-enter the workforce which spurs economic growth and supports and drives federal performance measures. Below is a condensed snapshot of some the goals and how they relate to performance.

1. Develop a streamlined model to support employers – the development of an employer focused model supports the creation of jobs in in-demand industries which leads to self-sufficiency for those seeking employment and transitioning careers. Linked to Employment Rate, Placement Rate and Median Earnings

2. Improve the effectiveness of service delivery – the integrated service model is industry driven and allows career seekers to receive the assistance needed to become successful, regardless of program affiliation. Addressing employment barriers and meeting the needs of career seekers is monumental in assisting the career seeker in obtaining and maintaining employment. Linked to Employment Rate, Placement Rate and Median Earnings

3. Attract and retain top talent – a knowledgeable staff is essential in assisting customers to navigate the world of work in order to obtain their goal of employment. A well-informed board demands high-quality services for the community. The provision of high-quality services produces a better demand/supply model which leads to career seeker and employer satisfaction. Linked to Employment Rate, Placement Rate and Median Earnings

4. Develop and improve partnerships to enhance workforce development – collaboration is the cornerstone to leveraging resources and being able to provide services to as many career seekers as possible. This approach also positions CSCR to be able to assist career seekers with a resolution to barriers that affect their ability to get and keep a job; the same can be said for employers through partnerships with local economic development organizations. Businesses are able to receive assistance with attracting, training, and transitioning talent. Linked to Employment Rate, Placement Rate, Credential Attainment Rate and Median Earnings

5. Ensure that the community understands and recognizes the value and services provided – without career seekers and employers understanding the value and types of services available through the career centers, CSCR would not be successful at fulfilling its mission of getting Floridians back to work. Linked to Employment Rate, Placement Rate, Credential Attainment Rate and Median Earnings

6. Champion work-based learning – decreases employment gap by allowing employers to fill supply gaps with more qualified individuals and remain competitive. Additionally, work-based learning allows career seekers to return to employment quickly with self-sufficient wages. Linked to Employment Rate, Placement Rate, Credential Attainment Rate and Median Earnings

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

The following chart serves as an illustration of the PY 2019-2020 WIOA negotiated local levels of performance for all federal measures.

<table>
<thead>
<tr>
<th>Measures</th>
<th>PY 2019-2020 Performance Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults:</td>
<td></td>
</tr>
<tr>
<td>Employed 2nd Quarter After Exit</td>
<td>89.2%</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Employed 4th Quarter After Exit</strong></td>
<td>83.5%</td>
</tr>
<tr>
<td><strong>Median Wage 2nd Quarter After Exit</strong></td>
<td>$7,300</td>
</tr>
<tr>
<td><strong>Credential Attainment Rate</strong></td>
<td>81.0%</td>
</tr>
</tbody>
</table>

**Dislocated Workers:**

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<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employed 2nd Quarter After Exit</strong></td>
<td>83.2%</td>
</tr>
<tr>
<td><strong>Employed 4th Quarter After Exit</strong></td>
<td>80.2%</td>
</tr>
<tr>
<td><strong>Median Wage 2nd Quarter After Exit</strong></td>
<td>$6,850</td>
</tr>
<tr>
<td><strong>Credential Attainment Rate</strong></td>
<td>68.2%</td>
</tr>
</tbody>
</table>

**Youth:**

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<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employed 2nd Quarter After Exit</strong></td>
<td>75.5%</td>
</tr>
<tr>
<td><strong>Employed 4th Quarter After Exit</strong></td>
<td>69.2%</td>
</tr>
<tr>
<td><strong>Credential Attainment Rate</strong></td>
<td>76.3%</td>
</tr>
</tbody>
</table>

**Wagner-Peyser:**

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<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Employed 2nd Quarter After Exit</strong></td>
<td>65.2%</td>
</tr>
<tr>
<td><strong>Employed 4th Quarter After Exit</strong></td>
<td>64.2%</td>
</tr>
<tr>
<td><strong>Median Wage 2nd Quarter After Exit</strong></td>
<td>$4,850</td>
</tr>
</tbody>
</table>

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

Effectiveness of the local fiscal agent is evaluated by: Quarterly financial DEO monitoring, five different Risk Assessment and Independent Control Activities analysis, Annual 2 CFR Part 200 Uniform Administrative Requirements Independent Audit, Annual Internal Controls questionnaire monitored by DEO and Monthly budget to actual expense reports.

Further, CSCR has a primary contractor who serves as both One-Stop Operator as well as the contracted provider for workforce development services. As such, CSCR utilizes performance measures outlined in the performance-based contract between CSCR and the One-Stop Operator/Contracted Service Provider to measure the effectiveness of the services it provides as well as the overall effectiveness of the one-stop delivery system that they lead operations for. The contract also requires CSCR to holdback 15% of the contract amount and link that sum to the achievement of performance deliverables linked to placements, DEO quality assurance review error rate, case management, customer follow-up and specific performance measures. CSCR establishes
and negotiates the performance deliverables with the One-Stop Operator/Contracted Service Provider on no less than annually.

The following chart serves as an illustration of the performance deliverables that were outlined in the 2019-20 workforce services contract:

<table>
<thead>
<tr>
<th>Contractual Performance Goals</th>
<th>PY 2019-2020 Performance Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measures</td>
<td></td>
</tr>
<tr>
<td>Placement (Staff Entered):</td>
<td></td>
</tr>
<tr>
<td>Overall Placement</td>
<td>2,500</td>
</tr>
<tr>
<td>Monitoring (Error Rate):</td>
<td></td>
</tr>
<tr>
<td>Board Quality Assurance Review</td>
<td>6% or less</td>
</tr>
<tr>
<td>Case Management (Engagement Rate):</td>
<td></td>
</tr>
<tr>
<td>For WIOA Adults &amp; Dislocated Workers</td>
<td>95%</td>
</tr>
<tr>
<td>For WIOA Youth</td>
<td>95%</td>
</tr>
<tr>
<td>Career Seeker Follow-Up/Retention (Completion Rate):</td>
<td></td>
</tr>
<tr>
<td>WIOA Adults &amp; Dislocated Workers</td>
<td>100%</td>
</tr>
<tr>
<td>WIOA Youth</td>
<td>100%</td>
</tr>
<tr>
<td>Performance Bonus Measures:</td>
<td></td>
</tr>
<tr>
<td>Adult Entered Employment Rate</td>
<td>85%</td>
</tr>
<tr>
<td>Dislocated Worker Entered Employment Rate</td>
<td>65%</td>
</tr>
<tr>
<td>Adult Credential Rate</td>
<td>85%</td>
</tr>
<tr>
<td>Dislocated Worker Credential Rate</td>
<td>65%</td>
</tr>
<tr>
<td>Youth Placement in Employment/Education Rate</td>
<td>67%</td>
</tr>
<tr>
<td>Youth Credential Rate</td>
<td>77%</td>
</tr>
<tr>
<td>Welfare Transition Participation Rate</td>
<td>50%</td>
</tr>
<tr>
<td>Welfare Entered Employment Outcome Rate</td>
<td>32%</td>
</tr>
</tbody>
</table>

CSCR also measures the effectiveness of contracted One-Stop Operator and the workforce service provider through strenuous internal quality assurance review requirements. The Contractor is required to conduct self-monitoring no less than monthly and to report the outcome(s) and related
trends to the designated CSCR staff. Additionally, designated CSCR staff conduct scheduled bi-annual monitoring, impromptu monitoring as well as “spot checks” in EF and OSST to review the quality of work occurring each month in the areas of services strategies and employment plans, data validation (employment verifications, credentials, etc.), service/activity codes and case notes entered in EF and OSST, and other items as determined necessary and appropriate according to program-specific requirements.

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

In accordance with WIOA 134 (a)(3)(A)(xii) and TEGL 03-15, each local workforce development area is required to establish a local definition of economic self-sufficiency. At a minimum, such criteria must provide that self-sufficiency means employment that pays at least the lower level standard income level, as defined in WIOA Section 3(36)(B). The purpose for defining self-sufficiency, is to aid in establishing WIOA program eligibility for unemployed and employed adult and dislocated workers to receive individualized career and training services in CSCR’s operating area. With this in mind, CSCR’s local operating procedures reflect the following definitions:

**Lower Living Standard Income Level (LLSIL)** - That income level (adjusted for regional, metropolitan, urban and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary [of Labor].

**Self-sufficiency (WIOA Adults)** - These individuals are considered self-sufficient if their earnings, based upon family size, are above 150% of the LLSIL established for CSCR’s operating area (prior to application for services).

**Self-sufficiency (WIOA Dislocated Workers)** - These individuals are considered self-sufficient if their earnings are at least 80% of their earnings at the time of their dislocation.

**Self-sufficiency (Welfare Transition)** - These individuals are considered self-sufficient if their earnings, based upon family size, are above 200% of the federal poverty level established for CSCR’s operating area.

**Self-sufficiency (Incumbent Workers)** - These individuals are considered self-sufficient if the employee’s hourly wage is less than or equal to 150% of the LLSIL wage (for a family size of three) for CSCR’s operating area. Note: If the Incumbent Worker currently meets the definition of self-sufficiency; however, needs services in order to retain their self-sufficient employment, he/she may be served if a Statement of Need is obtained from the employer that the employee will not be retained unless additional training or services are received.
COORDINATION OF SERVICES

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

CSCR is dedicated to meeting the needs of employers and career seekers residing in Gadsden, Leon and Wakulla counties. By strategically aligning our system with economic development, education and core partners, CSCR is primed to carry out its goals and mission. CSCR collaborates with core partners by way of agreements, memorandum of understandings and joint planning. Individualized career services are coordinated across programs and partners to serve career seekers. Where possible, staff ensures co-enrollment to provide services needed to attain employment or complete training. These strategies assist in ensuring that services are not duplicated.

Upon entry, career seekers are “triaged” through formal and informal assessments to determine their knowledge, skills, abilities, needs, and barriers. It also verified whether the customer is registered in EF and have a viable resume for job search. Career seekers that are considered job ready can access EF, Employ Georgia (MIS used in Florida-Georgia Workforce Alliance partner regions) and other resources to quickly move into employment while those needing more intensive needs are connected with services geared to build their skills and increase their earning capacity. To assist with needs and barriers, referrals are made to the appropriate program partners to address the identified needs of the career seeker.

Career seekers are routinely screened for eligibility and suitability of multiple programs to ensure the needs of the career seeker is met regardless of initial program affiliation. Young adults between the ages of 16-24 that receive cash assistance benefits and children of migrant workers are co-enrolled in the WIOA youth program to benefit from a case management approach. Career seekers participating with the Welfare Transition and Supplemental Nutrition Assistance Program, Employment & Training that require assistance with training/educational costs and appear to be job ready are co-enrolled in the WIOA Adult or Dislocated Worker Program. CSCR makes and receives referrals from Vocational Rehabilitation and Adult & Community Education for training assistance, job search assistance, employability workshops, and assessments that are not available within their agency. Every effort is made by programs and partner agencies to leverage funds where possible and to avoid duplication of effort.

To ensure frontline staff are educated on the resources available in the service area, partner agencies provide training on their agencies. CSCR through its outreach efforts also provide information regarding available career center services. In most instances, points of contact are established for technical assistance purposes. The education of staff is important in staff knowing when to utilize partner agencies to provide services or address the needs of the career seeker for which CSCR does not have available resources. Through its Career Center Partners Council, an online tool has been created to allow staff to educate themselves on the agencies represented in the Council as well as make warm referrals. Each organization has agreed to keep the educational tool current as changes are made in their organization as well as contacting individuals referred within 24 hours.
(2) **Coordination with Economic Development Activities:** Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the local area (or planning region) in which the local area is located and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

The CareerSource Capital Region (CSCR) Board has invested in working with the three counties of Gadsden: Gadsden County Development Council, Leon: Office of Economic Vitality, and Wakulla: Wakulla Economic Development Council. With this investment, CSCR has a Board position on Wakulla and Gadsden county Economic Development Operators (EDOs). The CEO sits on the Citizens Advisory Council for Blueprint and the Office of Economic Vitality. The CEO regularly attends meetings to give input on workforce issues facing the area and makes presentations annually. CSCR has an MOU with the two county EDO’s in the area to outline the specific duties of each organization to coordinate workforce investment and economic development activities. Our goal is to assist the local Economic Development Organizations (EDOs), Chambers, and others in the attraction, expansion and retention of businesses in the three county area. CSCR strategically partners with local EDO’s and chambers of commerce to ensure we are supporting the vision of each entity and aligned with their sector strategy. This is accomplished by teaming up on meetings with businesses looking to expand or move to the area, offering a variety of workforce development solutions, and providing labor market data. The BES team also make presentations to community and business groups on the plethora of services CSCR offers.

CSCR has developed strong relationships with the entrepreneurial community within the capital region. In addition, CSCR staff are in leadership positions throughout the community to maintain communication and engagement with the entrepreneurial ecosystem. For instance, CSCR’s Senior Director of Client Solutions and Advancement is the current past chair of the Alliance of Entrepreneur Resource Organization (AERO) group. AERO is a coalition of public agencies and community non-profit organizations united to provide current and new businesses with resources to aid in their success. Tallahassee Community Colleges has established an entrepreneurial training certification program for our local area (SPARK). CSCR plans to assist in ensuring the certification program is a success and available to career seekers through the LWDB’s training provider list. CSCR also partners with local business incubators such as Domi Station and Innovation Park to help businesses with workforce needs.

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

CareerSource Capital Region has developed strong relationships with a myriad of community educational partners. CSCR has an excellent relationship with Tallahassee Community College (TCC), Lively Technical College (LTC), Keiser University, Florida A & M University (FAMU) and Gadsden Technical Institute in our local area. Our goal is to align with the Economic Development entities and their targeted industries along with the identification of job demand gaps to encourage additions and modifications to the training options as the labor market changes. Tallahassee is an education town with Florida State University, Florida A&M University, TCC, LTC, Keiser University, Flagler College, and other educational providers serving the local area. CSCR has a relationship with all the training providers, including secondary and postsecondary, and with our established Career
Pathways Council, has set a structure in place to develop realistic career information for those career seekers we serve. (See: www.mycareerpathways.org)

CareerSource Capital Region also hosts industry sector round tables which includes education and employment partners and provides opportunities for collaboration and collective impact. Furthermore, the region is part of the Florida Georgia Workforce Alliance which expands the education partners to neighboring workforce regions in north Florida and south Georgia.

Providers wishing to be included in the Eligible Training Provider List (ETPL), applies to CSCR and their applications are reviewed for several factors to ensure that the programs are in-demand and that the provider is one that has been approved to provide training services in Florida. The ETPL is posted on the website to inform career seekers of the available training/training providers for this service area. Those interested in training must be approved through WIOA or another core program and training funds are coordinated with the training provider to avoid duplication of federal funds.

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

CSCR has been a long standing member on the Transportation Disadvantaged Coordinating Board (TDCB) for the three counties comprising its service area. The TDCB is responsible for reviewing and discussing issues relating to providing transportation services to community members who are unable to provide their own transportation to vital services, such as medical appointments and employment. Through CSCRs participation in the TDCBs, the needs of our customers are taken into account and CSCR is able to look for other ways to partner/leverage funds with other community partners serving the same customer base. The Leon Career Center is located on a city bus route with a stop in front of the building.

Additionally, CSCR provides transportation and other support services, based on program and funding availability to assist customers in overcoming barriers to employment. In the instance CSCR is not able to provide a particular service, customers are referred to other partners for assistance. Where possible, CSCR facilitates the connection between the partner agency and the customer in order to access services. The following services are currently provided by CSCR:

- Transportation Assistance: Customers participating in the Welfare Transition (WT) program are able to receive transportation assistance based upon need and the mileage for participation in program activities. Customers may be considered to have minimum, moderate, or high level need and the amount received is based on the determined level of need. In no instance will a customer receive more than $40 monthly in gas cards/bus passes. Customers that fail to participate as required are not eligible to receive assistance unless there is a documented hardship.

WIOA program participants enrolled in the Transitional Employment program are eligible to receive transportation assistance, based on their need for such assistance, as determined during their initial assessment. Participants may be considered to have minimum, moderate, or high level need and the amount received is based on the determined level of need. Under no circumstances will the participant receive more than $80.00 in transportation assistance
per month. In the event the participant is already receiving transportation assistance (i.e. WT career seeker), staff ensures that a duplication of assistance does not occur. For example, if the participant has a minimum level of need and receives $20.00 in transportation assistance via the WT program, they are only eligible to receive $20.00 in transportation assistance to participate in the WIOA Transitional Employment Program (Maximum amount of $40.00 per month).

- **Childcare Assistance**: Childcare assistance is provided to WT customers by referral to the Early Learning Coalition (ELC). Customers who are mandatory and successfully completing assigned activities are eligible to receive a referral authorizing ELC to provide subsidized services. Customers are required to provide proof of participation and/or employment in order to receive ongoing referrals. Customers whose public assistance ends due to income (transitional customers) are provided childcare assistance for up to two years upon documenting continued employment.

- **Training/Work-Related Assistance**: WT customers who are employed, attending school, or in training are eligible to receive assistance with the purchase of work, school and training-related items. These items can include tools/supplies/equipment, uniforms and other related forms of clothing/shoes, lab/testing fees, books, tuition, GED fees, certification/licensure fees or other appropriate work/school-related items.

Workforce Innovation & Opportunity Act (WIOA) program participants who are enrolled in occupational skills training are eligible to receive assistance with the purchase of training related items. These items may include books, tools, uniforms/related clothing items, license and examination fees as well as other appropriate training related items. CSCR may also pay for testing fees (background and/or drug screening) that are documented requirements of the training provider for each student irrespective of the source of funding; customers must also express a need to receive the service and attest there are no other means/resources at their disposal. Additionally, WIOA career seekers who are employed or who have an offer of employment are eligible to receive assistance with certifications and licensure/testing fees when the certification/license/exam is for an occupation that is currently in-demand and required for employment by the career seeker’s employer (or future employer).

- **Education Assistance**: Due to the lack of funding, Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T) does not directly assist their participants with paying for GED tuition and exam fees; rather, through referral to the WIOA programs based on eligibility and suitability. Where appropriate, customers are referred to other partner agencies for assistance in this regard.

- **Other Support Services**: WT customers are also able to request other assistance as a diversion to receiving on-going benefits as well as with relocating for employment or domestic violence situations. Customers that apply for public assistance but have yet to be approved/receive benefits AND have an emergency and/or unexpected situation AND can prove that there is not a need for on-going public assistance payments may qualify for and receive up-front diversion funds up to $1000 through the Department of Children & Families (DCF).
Relocation assistance is available to applicants that meet the eligibility criteria for up-front diversion and customers receiving ongoing benefits and meet the eligibility criteria for relocation assistance. If the customer does not qualify for or receive cash assistance benefits due to exhausting their time limited benefits, the customer is not eligible to receive relocation assistance. Relocation assistance may be granted up to $2000 and requires a relocation distance of 50 miles from their current residence.

For both services, eligibility must be determined by CSCR and supporting documentation provided to DCF for issuance of funds.

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

Due to Florida’s workforce development innovations that are ahead of many of our state-level counterparts in the nation, CareerSource Capital Region coordinates effectively with the Department of Economic Opportunity (DEO) as it relates to the provision of Wagner-Peyser services. The Memorandum of Understanding (MOU) between CSCR and DEO (Exhibit “A” of the Grantee-Sub grantee Agreement between CSCR and DEO) establishes the organizational framework to integrate the delivery of DEO programs and services into the one-stop delivery system. This MOU, as supported by Chapter 445, Florida Statutes, integrates all workforce development programs/services within the one-stop delivery system and places DEO-funded merit staff under the functional direction and management of the One-Stop Operator. Because of this, Wagner-Peyser services are fully integrated into our career center operations thus allowing us to effectively coordinate service delivery between the various workforce development services in a manner that avoids duplication and is seamless for both employer and career seeker customer groups.

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

CSCR coordinates with the Adult Education and Literacy providers in the following ways:

- Serves on the LWDB 5 Board of Directors to serve as a voice for adult learners.
- Provides on-site GED courses for career seekers in the Leon Career Center.
- Provides cross-references of students that could benefit from the services offered by CSCR.
- Shares information for mutual customers to include attainment of credential (GED), attendance verification, exam readiness, changes in testing requirements, and financial resource information for exam costs.
- Leverages costs by proctoring Test of Adult Basic Education (TABE) for mutual customers
- Conducts regular outreach at Adult Education partners to highlight additional services provided by CSCR.
As new administrative policy is provided by CareerSource Florida regarding WIOA Training Provider List procedures, these partners will submit applications to provide adult education and literacy services under title of WIOA. The application will be reviewed using CSCR’s standard process for reviewing and approving applications for training services.

CSCR in coordination with the local provider of adult education and literacy training developed a Memorandum of Understanding that includes/will include:

- Defined the referral process between the agencies (i.e. tracking, close-out, communication protocol)
- Customer service delivery process (combined case management approach)
- Common performance measures
- Schedule for training of staff for all agencies
  - Include core partners in workforce development training from Department of Economic Opportunity, Department of Labor, and Food & Nutrition Services
- Meeting schedule to review processes, share information, evaluate performance outcomes, and identify service gaps
- Established points of contacts at each agency to address emergent issues
- Possible areas of duplication and define an integrated approach to ensure the alignment of workforce activities with the resources and services necessary to assist adult and limited English proficient learners

(7) Reduction of Welfare Dependency: Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help individuals become self-sufficient.

By definition, welfare dependency is the state in which a person or household is reliant on public assistance for their income for a prolonged period of time and without which they would not be able to meet the expenses of daily living. As a result, families that rely on public assistance are also at risk of generational poverty. Both welfare dependency and generational poverty are important topics for CSCR; these are topics that have been discussed in great detail in meetings with the Chief Local Elected Officials and the Board of Directors. During these discussions, it has been noted that certain factors prolongs welfare dependency/generational poverty such as:

- lack of affordable housing
- lack of access to affordable transportation
- lack of education
- lack of financial literacy
- lack of employment with a sustainable wage

As such, along with engaging program participants’ in activities to improve their employability skills; CSCR makes every attempt to review each Welfare Transition and SNAP E&T participant to determine if co-enrollment in WIOA is the best option to assist the participant in moving them towards economic self-sufficiency. Career seekers that are co-enrolled in WIOA are managed by one staff
person to ensure compliance with both programs. This process also minimizes the ability to duplicate services/supports across core and external partners. Additionally, CSCR partners with other community agencies to address the aforementioned barriers as well as begun supporting efforts to focus on more affordable housing as a way to help those transitioning from being dependent on welfare to find housing that does not leave them in a situation where welfare dependency is the preferred path.

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

CSCR has a local Memoranda of Understanding (MOU) with our core program partners, Vocational Rehabilitation, Blind Services and Adult Education and Literacy. The MOUs:

- Define the referral process between the agencies (i.e. tracking, close-out, communication protocol)
- Determine customer service delivery process (combined case management approach)
- Define common performance measures
- Create a schedule for training of staff for all agencies
  - Include core partners in workforce development training from Department of Economic Opportunity, Department of Labor, and Food & Nutrition Services
- Establish a meeting schedule to review processes, share information, evaluate performance outcomes, and identify service gaps
- Establish points of contacts at each agency to address emergent issues
- Define areas of duplication and define an integrated approach to ensure the alignment of workforce activities with the resources and services necessary to assist persons with disabilities

These entities also participate in the Career Centers Partner’s Council where service provision to individuals with disabilities is discussed and possible solutions are garnered from those with the most expertise working with this population of career seekers. Additionally, CSCR is currently working with Vocational Rehabilitation to complete an application to become an Employment Network through the Ticket to Work 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)).

The Workforce Innovation and Opportunity Act provides the platform by which the nation’s workforce development system can transform from a supply-driven system to one that strives to meet the ever-changing demands of the business community. Because of this, CSCR has utilized the passage of WIOA as an opportunity to create and innovate a local workforce system that embodies the vision of WIOA by:

1. Knowing and understanding that the needs of business and workers to drive workforce solutions;
2. Ensuring that our career centers provide excellent customer service to career seekers and employers and focus on continuous improvement; and
3. Supporting strong regional economies and playing an active role in community and workforce development.
4. Integrating the multiple funding streams into a seamless delivery to career seekers with a single point of contact.

The local one-stop delivery system includes a comprehensive career center in each of the three counties included in CSCR’s operating area that offers career seekers a range of programs and services that support the local workforce development system. These services are available to any eligible adult, at-risk youth, dislocated workers, welfare recipient as well as SNAP recipients based upon an assessment of the individual’s needs and the resulting employment plan or service strategy. Specific services incorporated into CSCR’s service delivery system include orientation to services; computer resources which career seekers may use to conduct job searches, develop and post their resume, complete job applications and other job-search related needs; referrals to job opportunities; career exploration and assessment; work-readiness workshops on resume writing, interviewing and other training topics; information on training provider programs to include past performance and cost; local and state labor market information; information on referral to support services such as transportation, childcare and assistance to victims of domestic violence; assistance with applying for reemployment assistance benefits and claiming weeks; determining eligibility for federal workforce programs; and other basic and individualized career services as well as training services.

The local one-stop delivery system also includes a variety of comprehensive services to employers that include, but are not limited to: job postings; screening and referral of qualified candidates; training grants for incumbent workers; provision of labor market information; job fairs, hiring fairs and other recruitment events; information regarding tax incentives and other economic development programs; general and updated information regarding unemployment insurance and workers’ compensation; customized recruitment, qualification and assessment screening of applicants; Rapid Response and/or Outplacement services for downsizing companies; development of on-the-job (OJT) training programs; and customized training.
The following resources will be pooled within the one-stop systems to provide services: 
1) Workforce Innovation and Opportunity Act funds, 2) Temporary Assistance for Needy Families funds for the Welfare Transition program, 3) Wagner-Peyser funds, 4) Supplemental Nutrition Assistance Program Employment & Training funds, 5) Reemployment Assistance funds, 6) Veteran Services funds, and 6) other special grants/funds as awarded to CSCR. WIOA funds will be expended for basic career services, individualized career services, training and follow-up services. All workforce funds will be used to pay for their proportionate fair share of costs to operate the career centers and to ensure the efficient operation of workforce development programs/services throughout our operating area. Currently, additional partners such as Vocational Rehabilitation, Adult Education and Literacy and the Division of Blind Services do not financially contribute to the space and overhead costs of the local one-stop delivery system as CSCR is awaiting further guidance from CareerSource Florida as further communication and negotiations occur with the required partners at the state-level.

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

The mandatory partners in WIOA are engaged and have a limited presence in our Career Centers based on demand. The local leadership (Leon County School System and Vocational Rehabilitation) are on the workforce board, and Memorandums of Understanding (MOUs) are in place.

Adult Basic Education is a partnership with the Leon County School System and is the local provider of GED training and testing in our Leon Center. All three of our Career Centers can proctor tests and administer assessments. An MOU is in place. We also work with the Wakulla County Schools and Gadsden County School System.

Wagner-Peyser is our front door and provides the core universal job seeker services. The funding for this service remains flat and staffing it adequately is a challenge. We typically have over 3800 visits per month to our three centers combined. An MOU is in place with DEO that covers their staff.

Vocational Rehabilitation approved an MOU with CSCR in 2019. An MOU is in place with Blind Services under the Florida Department of Education.

Additionally, these partners are a part of the quarterly Career Center Partner’s Council.

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

The Capital Area Community Action Agency is an established partner in our three Career Centers (Leon, Gadsden and Wakulla). The organization’s mission is to provide a comprehensive system of services and resources to reduce the effects of poverty, empower low-income citizens to become self-sufficient and improve the overall quality of their lives and our community. CSCR is a key partner in preparing these individuals for employment and being job ready.
The National Caucus and Center on Black Aging is a partner in Gadsden and Wakulla Counties with the Senior Employment Program providing opportunity for those unemployed over 55 years old. In addition the AARP is present in our Leon Career Center. CSCR commits to serving as a worksite for these programs.

Early Learning Coalition is in the Wakulla Career Center with a full time staff member assisting career seekers with child care needs.

C. The local workforce development board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding (MOU) between the local board and the one-stop partners.

As described above in 1A, LWDB 05 has entered into a Memorandum of Understanding between the local board and the One-stop partners under the direction of the Chief Elected Officials with the following:

- Department of Education - Division of Blind Services
- Department of Economic Opportunity - Wagner-Peyser, WIOA
- Leon County School Board – Adult & Community Education
- Wakulla School Board - Adult and Community Education

(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.

The LWDB employs a “supply/demand” approach in the one-stop delivery system. Business & Employer Solutions manages the “demand” side of the equation through engagements with the local business community. Job orders obtained and entered into Employ Florida are assigned to career center staff for direct recruitment of candidates—the “supply” side of the equation. In addition to recruiting active caseloads, career center staff recruit for assigned job orders by conducting skill and resume searches in EF and other resume aggregator websites like Indeed(™) and LinkedIn(™). When viable candidates are identified, referrals are made in EF and passed to the Business Account Executives for presentation to employers.

Career Center staff are kept apprised of the specific needs of employers through ongoing communications with the Business & Employer Solutions team members. These communications ensure that Business Account Executives know the skills and qualities of the career seekers that are ready to be employed and that Career Center staff are aware of the skills and qualities desired by employers. This information drives career seeker services through educational workshops and individual career consulting. Furthermore, skill gaps are addressed through seeking out and securing training providers and programs that meet the needs of local employers.

Additionally, CSCR’s Business Partnership Advisory Council (BPAC) is a group of executive level professionals advocating on behalf of the solutions provided by CSCR.

Our business partners include representatives from health care, professional services, information technology, banking and finance, government, transportation & logistics, staffing, manufacturing and
business organizations such as Big Bend Society for Human Resource Management, the local SHRM affiliate.

The BPAC members provide advice and guidance to CSCR, serve as event guest speakers, and educate the business community about the capabilities of CSCR. They also indirectly assist CSCR with finding the right fit for candidates. Members also help CSCR staff understand the current job market and provide business intelligence.

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

All CSCR Career Centers are ADA compliant and all forms, flyers, advertisements and postings include the required EEO information. Additionally, each center is equipped with computer software/hardware for use by persons with disabilities. Staff receive training at least annually regarding serving individuals with disabilities and how to handle accommodation requests. Sign language translators are engaged as needed to serve individuals with hearing impairments and Braille documents and audio recordings are available as well. Career seekers with disabilities are considered universal customers and have access to all services and programs in all centers.

As of the writing of this plan, CSCR has not been able to secure a firm relationship with our local Independent Living Center (ILC). The ILC is regularly invited to attend our Career Center Partner’s Council meeting, included in our community partners email distribution list for details on programs/services being provided through the Career Centers. CSCR will continue to try to cultivate a better working relationship in order to gain feedback from the ILC. Currently Vocational Rehabilitation and the Division of Blind Services has been our sounding board when it comes to how CSCR complies with Section 188 of WIOA.

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

CSCR makes every attempt to utilize principles of universal design within its operations, including in the design and layout of its one-stop centers. Space for staff and one-stop partners to meet with customers, for workshops and assessments is accessible for all individuals. Information is made available in various formats and assistive technology is utilized so standard online tools can be used by all customers. Web-based services include applications for programs and feedback instruments that customers are able to complete and submit without printing. Prior to new processes being created and implemented, management and staff considers the design elements for all customer groups and how they will potentially be impacted, making adjustments as necessary.

C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).
Introduction to the services provided will be conducted through a virtual Tour of Services which is delivered via computer. This virtual Tour of Services allows for new customer intake at any time of the day during operating hours. It can also be deployed on the CareerSource Capital Region website for remote access. Once complete, customers are expected to complete a full registration in Employ Florida. Registration may be assisted in our career center or completed independently by users in remote areas. Upon completion of the Tour of Services and Employ Florida registration, customers are assigned to specific Industry Sectors and an initial assessment with a Talent Acquisition Specialist is completed. During this initial assessment, the following topics are discussed informally:

- Education and work history
- Employment goals
- Specific barriers to employment
- Basic eligibility requirements for WIOA and other programs
- Available resources for assistance

During this meeting, it is also determined which level of services the customer would most benefit from utilizing. Career Center services include:

- Staff assisted job search and referrals
- Live workshops in the career center on topics ranging from job search training (e.g., resume preparation and mock interviewing) to soft skills education (e.g., effective communication skills and conflict resolution)
- Independent and guided skill-building programs for basic job skills like computer literacy and typing
- Formal assessments for career interest inventories or job skills
- Creation of individual employment plans and ongoing one-on-one career consulting

CSCR has also established the Affiliate Status Partnership to expand services outside of the career centers by aligning with community partners with an interest and space for career seekers in remote areas to access Employ Florida to search for job opportunities. Affiliates by nature are agencies in remote areas of Gadsden, Leon, and Wakulla counties that are churches, libraries or other community partners.

Upon request, remote areas may also be serviced through deployment of the LWDB’s mobile unit. The van is capable of bringing tables, chairs, laptops, hot spot, and tent covering to any site within the service delivery area. It is capable of being set up quickly and staffed in the event of an emergency, hurricane or large dislocation event.

Finally, CSCR’s contracted service provider has the capability of delivering live workshops that are accessible remotely as well as provide remote coaching. Career Seekers access these services via an internet connection on a computer, tablet, or phone. These services would allow CSCR to broaden access beyond the brick and mortar career centers and outside of standard operating hours. CSCR plans to utilize more of these capabilities beginning in the 2020-21 program year.
(3) **Integration of Services:** Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

The LWDB has worked to streamline the integration of all programs into a singular intake and case management process. Irrespective of program (WIOA, Welfare Transition, SNAP, special grants, universal services, etc.), all customers will complete a Tour of Services, Employ Florida Registration, and Initial Assessment with an Industry-Specific Talent Acquisition Specialist prior to accessing services.

The Initial Assessment utilizes an electronic form that ensures all elements of a career seeker’s education and employment history, barriers to employment, and other required areas are captured. The assessment form also includes a link to refer career seekers to partner agencies when barriers are identified that have not yet been addressed.

Once these steps are complete enrollment into specific programs is dependent upon the customer completing a prescribed set of activities which include:

- 5-Minute Series - A series of short, online webinars on a variety of topics including basic job search training and soft skills training.
- Labor market research
- Resume creation
- Industry Scholars Certificate Program - For those interested in training services, the Industry Scholars Certificate program is a web-based educational tutorial that exposes customers to positions within their industry of interest. The tutorial covers a “day in the life”, local labor market statistics, industry terminology, and culminates in a certificate of completion to ensure that customers have a baseline understanding of the career opportunities prior to enrolling in a training program. Courses are available in the following industries: Advanced Manufacturing, Customer Service, Information Technology, and Life Sciences.

Because these required activities are aligned among all programs, customers are able to more easily access services provided by various programs without having to “start over” and complete new requirements. Opportunities for co-enrollment are more easily determined and leveraged to provide customers a customized and unique solution based on specific goals.

Furthermore, each one-stop utilizes ATLAS for universal check-in to the one-stop and to house electronic versions of customer files. Because all customer files are housed electronically and by customer rather than program, co-enrolled customers can more easily be case managed and monitored for compliance.

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

As outlined in CSCR’s administrative plan, when procuring goods or services at a unit price of $150,000 or over, the organization must advertise for competitive proposals or bids. Therefore, CSCR utilizes the Request for Proposal (RFP) process in order to competitively procure One-Stop Operator/
Workforce Development Services. Public notice of the RFP is conducted through newspaper advertisements and a notice is mailed electronically to all entities or individuals found on CSCR’s compiled vendor list, including minority organizations. Additionally, the RFP is posted via CSCR’s social media channels and on our website. The RFP is released for a minimum of 30 days to allow for an adequate response time for potential respondents.

Any organization that is interested in submitting a proposal is required to submit a Letter of Intent to Propose by the deadline stated in the RFP. CSCR also provides a window of time within which interested parties may submit written questions or requests for clarification. Using its discretion regarding the questions presented, CSCR posts the questions received, as well as the answers/responses, to our website. The next step in the process includes formulating a review committee that can be comprised of both internal and external subject matters experts. The review committee members are provided with a rating sheet that outlines that criteria and scoring system that the proposals should be rated against. Review committee members are only tasked with reviewing those proposals that have been determined to be “responsive” (as defined within the RFP). Each review committee member reviews the proposals, completes a rating sheet for each proposal, and sends it to the CSCR designee who is responsible for reviewing and compiling the ratings. From there, staff prepares a recommendation for submission to the organization’s Strategic Policy and Planning Committee, then the Executive Committee and finally, the full Board of Directors. Lastly, the Board of Directors then provides that necessary approval for CSCR staff to begin contract negotiations with the successful respondent.

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

CareerSource Capital Region, through discussion with its CLEO’s have determined that there is more work to be done to assist certain populations such as ex-offenders, persons with disabilities, apprenticeship, dropouts, and those in the ALICE population. CSCR will be applying to become an Employment Network through Ticket to Work in order to increase its focus on helping persons with disabilities find and retain employment in addition to increasing their associated wages. CSCR has entered into partnerships with the Leon County Detention Center as well as Florida Department of Corrections to find more ways to assist persons returning to the area after incarceration. Through its work with Capital Area Community Action Agency, CSCR is looking for innovative ways to assist this population in moving to middle class careers and resources to avert any crisis that may put these individuals at risk of quitting their jobs. Based on local demand for skilled workers and an apparent disconnect between the training being provided and the skills needed for current and future jobs, CSCR is a catalyst for increasing the number of apprenticeships (and other work-based learning) for the local area.

Continuous improvement is a vital part of the work being done by CSCR’s staff and its Board.
(1) System Description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under The Strengthening Career and Technical Education for the 21st Century Act (Perkins V) (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

CareerSource Capital Region (CSCR) is the administrative entity, grant recipient and fiscal agent for workforce investment funds allocated to serve Gadsden, Leon and Wakulla counties. As such, CSCR is responsible for the enhanced coordination, cooperation, collaboration and outcomes for the local workforce development area. CSCR, through a contracted provider, provides market driven services to employers, workers and career seekers in LWDA 5.

The system includes the core partner programs as outlined in WIOA: Workforce Innovation & Opportunity Act Adult, Dislocated Worker and Youth programs; Wagner-Peyser; Adult Education & Literacy; and Vocational Rehabilitation.

Other programs provided in the system are:

Co-Located Partners/Programs

- Senior Community Service Employment (Experience Works)
- Trade Adjustment Assistance
- Veterans Employment and Training
- Supplemental Nutrition Assistance Program, Employment and Training
- Temporary Assistance for Needy Families (Welfare Transition)

All programs and activities in the CSCR system are coordinated and have an integrated service delivery structure to facilitate greater outcomes, improved customer service to career seekers and employers as well as efficiency of staff.

CSCR provides universal access to services for all customers in its service area. CSCR is a results-driven organization working to increase access to and opportunities for employment, training, and support services needed for career seekers to be successful in the current job market. CSCR makes every effort to align workforce development with community partners (i.e. economic development organizations, training providers, community based organizations, etc.) to provide a high-quality workforce development system.

CSCR has integrated the WIOA and Wagner-Peyser programs seamlessly to offer universal services to all career seekers. The programs operate seamlessly whereby career seekers are unaware of a particular funding stream/program, but rather, receive the services they desperately need to have a fruitful job campaign.

Representatives from Vocational Rehabilitation and the local Adult Education & Literacy provider partners with CSCR in many ways such as Board of Directors membership, cross referrals, chairing
CSCR councils/committees, participating in discussions with key stakeholders to plan and realign how services are provided between the agencies, leverage resources, etc.

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

CareerSource Capital Region is the administrative and fiscal entity and grant recipient for LWDB 5. CareerSource Capital Region, as a public non-profit entity, has the intent to procure goods and services with public funds in a manner which promotes maximum competition and ensures public confidence that awards are made fairly and openly and result in the most advantage for public funds expended. Staff are required to follow the policies and procedures established by CareerSource Capital Region and appropriate Federal and State Laws and Regulations.

Goods and/or services necessary for the conduct of the agency’s business and to implement and operate programs shall be procured using one of the following acceptable methods of procurement, as provided under 2 CFR 200.

A. **Procurement by micro-purchase-** The acquisition of goods or services where the aggregate dollar amount does not exceed $3,000. To the extent practicable, micro-purchases will be distributed equitably among qualified suppliers.

B. **Procurement by small purchase-** The acquisition of goods or services where the aggregate dollar amount does not exceed $150,000. If this process is used, price or rate quotes must be obtained from an adequate number of qualified sources.

C. **Procurement by sealed bids-** Bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price.

D. **Procurement by competitive proposals-** Solicitation of competitive proposals, with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded.

E. **Procurement by noncompetitive proposal / sole source may be used when the award of contract under competitive or small purchase procedures is not feasible. Circumstances under which a contract may be awarded by noncompetitive negotiations are limited to the following:**
   a. The goods and services to be procured are available from a single source only;
   b. Public exigency or emergency when the urgency for the requirements will not permit a delay incident to competitive solicitation;
   c. After the solicitation of a number of sources, competition is determined to be inadequate;
   d. The awardee is a local educational agency, which is defined as public elementary, secondary, or vocational schools, the community College and the State University System;
   e. The purchases of utilities;
   f. Purchases made at prices established by a State contract administered by the State Florida Department of Management Services;
   g. Purchases made at prices established by another unit of government;
   h. On-the-Job Training;
   i. Individual Referral of Participants into classroom training on a tuition or off-the-shelf basis at prices available to the general public as long as the
aggregate amount of the tuition or unit cost does not exceed $10,000 for each individual training program;

j. Purchases made from another governmental unit in accordance with the Florida Statutes which provides for the purchase of such services without the necessity of procurement;

As administrative entity for LWDA 5, CareerSource Capital Region will use procedures and a monetary threshold for micro purchases, small purchases and sealed bids which at a minimum, comply with the threshold limits contained in CareerSource Capital Region Policy. CareerSource Capital Region considers all purchases less than $150,000 to be small purchases. Although not required, other procurement procedures such as bids and proposal solicitation may be used by CareerSource Capital Region for any procurement whose estimate cost is less than the small purchase threshold. CareerSource Capital Region small purchases procedures, while competitive, are considered simple and informal.

The following thresholds have been established by CareerSource Capital Region for procurement of goods and services:

a) Unit price up to $3,000.00 – no bid required
b) Unit price between $3,000.01 and $149,999.99 – three bids required
c) Unit price of $150,000.00 or over – advertisement for competitive proposals or bids

To the extent practicable, service providers will be selected competitively in accordance with applicable federal, state, and local regulations. Non-competitive, or sole source procurement shall be minimized, but may be authorized if justified and documented in compliance with applicable federal, state, and local regulations.

When procuring services by a competitive solicitation of $150,000 or more, CareerSource Capital Region will use a Request for Proposal (RFP) process for competitive proposals. Public notice of the RFP will be provided through newspaper advertising, and a notice will be mailed to all agencies or individuals on the current bidders list, including minority organizations. Upon receipt of proposals by the published deadline, CareerSource Capital Region Planning Committee will review, rate, and make recommendations to the Executive Committee, prior to approval by full CareerSource Capital Region Board of Directors, which will vote on the matter.

When possible, state approved contracts may be utilized for the purchase of equipment, goods, and services.

All documentation detailing the historical process of a specific procurement action will be maintained in a procurement file, and retained for the required length of time specified in the Records Management section of this plan. Procurement files will contain, at a minimum, the following documentation for each individual procurement:

- Copy of public notice announcing solicitation/request for proposals
- The Request for Proposals
- Copies of proposals received
- Record of proposal evaluations ratings
- Record of formal approval/disapproval of proposals
• Cost and/or price analysis of accepted proposals
• Record of price negotiations/basis for final agreement price
• Record of all written communications between proposers and staff during the procurement process

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

A Career Pathways Council has been established to include community stakeholders that have expertise in education, economic development and workforce development. This council includes leaders from K-12, Post-Secondary, Independent and University educational institutions. The council also includes business representatives and members of area Economic Development Organizations (EDO). One of the goals of this council is to define the specific career pathways for the local area that align with the key industry sectors described in the following section. Providing service through the Industry Sector Model, these career pathways will be fully integrated into initial and ongoing participant service plans.

Relationships have been established with local agencies that serve individuals with barriers to employment including Vocational Rehabilitation, Division of Blind Services, Florida Department of Corrections, Department of Juvenile Justice, Big Bend Homeless Coalition, Capital Area Community Action Agency, Big Bend Continuum of Care and the Comprehensive Emergency Services Center. These relationships provide opportunities to generate referrals into WIOA programs, provide onsite services such as Employ Florida Registration, job search training, and eligibility determination.

In addition to the development of career pathways and relationships with local agencies, the local area has aligned the intake procedures of the Welfare Transition, Supplemental Nutrition Assistance Program E&T, and Priority Reemployment Program (PREP) with the procedures of WIOA Adult, Dislocated Worker, and Youth. All career seekers complete a predetermined set of activities prior to approval of services which include initial assessments, labor market information, initial job search training and Employ Florida registration. Eligibility for WIOA programs is assessed through this process as well to allow for efficient co-enrollment when the need for training services is determined necessary.

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

In order to determine the key industry sectors for LWDB 5, an analysis of employer hiring needs for the 2016-17, 2017-18, 2018-19 and 2019-20 (to date, 01/27/2020) program years was conducted. The table below includes job openings and referral statistics for the periods defined above.
The table below shows the top 10 industries, based on the total number of job openings for the period noted above.

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Industry</th>
<th>Total Job Openings</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>Professional Scientific &amp; Technical Svc.</td>
<td>2871</td>
</tr>
<tr>
<td>62</td>
<td>Health Care and Social Assistance</td>
<td>2803</td>
</tr>
<tr>
<td>56</td>
<td>Admin., Support, Waste Mgmt., Remediation</td>
<td>2072</td>
</tr>
<tr>
<td>42</td>
<td>Wholesale Trade</td>
<td>1490</td>
</tr>
<tr>
<td>52</td>
<td>Finance and Insurance</td>
<td>1058</td>
</tr>
<tr>
<td>92</td>
<td>Public Administration</td>
<td>852</td>
</tr>
</tbody>
</table>
The table below shows the Top 10 industries, based on the total number of job referrals provided to career seekers for the period noted above.

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Industry</th>
<th>Total Job Referrals</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>Education Services</td>
<td>744</td>
</tr>
<tr>
<td>51</td>
<td>Information</td>
<td>652</td>
</tr>
<tr>
<td>81</td>
<td>Other Services (except Public Admin.)</td>
<td>633</td>
</tr>
<tr>
<td>72</td>
<td>Accommodation and Food Services</td>
<td>625</td>
</tr>
<tr>
<td>62</td>
<td>Health Care and Social Assistance</td>
<td>14673</td>
</tr>
<tr>
<td>54</td>
<td>Professional Scientific &amp; Technical Svc.</td>
<td>8664</td>
</tr>
<tr>
<td>56</td>
<td>Admin., Support, Waste Mgnt., Remediation</td>
<td>8269</td>
</tr>
<tr>
<td>52</td>
<td>Finance and Insurance</td>
<td>7915</td>
</tr>
<tr>
<td>72</td>
<td>Accommodation and Food Services</td>
<td>7031</td>
</tr>
<tr>
<td>92</td>
<td>Public Administration</td>
<td>4401</td>
</tr>
<tr>
<td>51</td>
<td>Information</td>
<td>3915</td>
</tr>
</tbody>
</table>
The key industries represented are consistent across both tables, with the exception of 2: The Construction industry is among the top 10 based on number of referrals, but not job openings and the Education Services industry is among the top 10 based on the number of job openings, but not referrals.

The region’s Eligible Training Provider List (ETPL) is poised to support many of the training needs of the key industries that have been identified. The list includes programs in health care (i.e. practical and registered nursing, dental assisting, respiratory care, etc.), construction (i.e. building construction, electricity, carpentry, welding, etc.), professional scientific & technical services (applied cyber security, networking, computer programming, legal studies, etc.), administrative, support, waste management, remediation (administrative office specialist and business administration), accommodation and food services (culinary arts & hospitality) and other services (except public admin.) (automotive technicians, diesel technicians, etc.).

For areas where gaps may exist, CSCR first determines whether or not the occupation is included on the region’s demand occupations list, which is used as the basis for approving training providers/programs for inclusion on the ETPL. If the occupation is in demand, staff performs research to determine whether or not any of the local institutions offer related training for occupational entry and request that they consider adding the program to the ETPL. Training gaps are also communicated to local training providers via the Career Pathways Council, so they are able to make informed decisions regarding potential program offerings.

ITAs will be provided to qualified WIOA career seekers in need of financial assistance to obtain the education and job skills necessary for greater employability in a targeted LWDA 5 industry sector. The ITAs may be used to cover the cost of tuition, books and fees of any of the approved training providers/programs.

**Industry Sector Model (ISM)**

CSCR has implemented a fully integrated Industry Sector Model (ISM) designed to produce the most and best possible matches between career seekers (Talent Pipeline) and employers through placement and training services. The ISM focuses on the demand and targeted occupations in LWDA 5; recognizes the varied career pathways within each of the individual industry sectors; meets each career seeker where they are, in their career pathway, and provides live and blended learning models, online training for all levels of career seekers at every step of their career pathway that teaches elementary soft skills, entry level career pathway competencies, basic workplace competencies,
required industry sector competencies all the way to management competencies and occupation specific competencies, either provided at the career center or with an education or employer partner.

This unified approach eliminates the barriers of traditional service silos, making the workforce development experience transparent, efficient and effective for all customers. The ISM is in alignment with WIOA, which establishes unified strategic planning across core programs, including Title I Adult, Dislocated Worker and Youth programs; Adult Education and Literacy programs, the Wagner-Peyser Employment Service; and Title I of the Rehabilitation Act programs.

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

CSCR is on the front lines when it comes to engaging with industry partnership organizations in the area. We participate in committees specific to industry sector and trades, entrepreneurship, education, etc. Partnerships that assist with key industries include the local/regional EDO’s, Chambers of Commerce, SBDC, Leon County School Board, Lively Technical College, Gadsden Technical Institute, Wakulla County Schools, Tallahassee Community College, FSU, FAMU, Florida Economic Development Council, Manufacturers Association of Florida, Florida Makes, Big Bend SHRM, HR Florida,, AERO, INIE and Tallahassee Technology Alliance. The partnerships have proven to be very beneficial for employers and career seekers in the area.

As active members of the local SHRM affiliate, we have expanded the business community’s awareness of the CareerSource Capital Region’s broad range of offerings that assist employers with all aspects of the hiring process, as well as the training grants available for their use. This has greatly expanded the community’s knowledge and served to help CSCR engage with community partners in leveraging resources.

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

Industry sectors have been selected in collaboration with our Economic Development Partners; data received from the Bureau of Workforce Statistics and Economic Research of DEO (Regional Employment Projections and Regional Labor Supply) as well as an analysis of job order and referral statistics from Employ Florida over a period of three program years (See Key Industry Sectors above). In addition, through collaboration with the Gadsden County Development Council, CSCR has access to Chmura Analytics JobsEQ™ data for additional analysis in workforce and economic development projections.

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

Using data analysis from LMI and using JobsEQ™ from Chmura Analytics, the past and projected skill demand data as well as the business intelligence from our Business Solutions Team helped determine how we arrived at our sector strategy. In addition, using
the Help Wanted Online (HWOL) data provided by DEO, we monitor monthly the high
demand jobs posted throughout our three counties.

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

The CSCR Board has sponsored and organized industry sector round table and focus group
meetings with the business leadership in that sector; included are: education and training
providers and economic development partners who engage in conversations to identify
barriers to developing the skilled workforce each sector demands. CSCR sees itself as a
catalyst for addressing the skill gaps in the local area.

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

The local area ensures strategies lead to strategic alignment by using the information
garnered through the industry sector round table and focus group meetings in order to
align our WIOA resources to the skill gaps identified in the sector rounds and focus groups
and work with our partners to address the training requirements needed to mitigate the
skills gap in each sector.

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

With the integration of our multiple funding streams and the division of our focus into
four major sectors, CSCR has created a streamlined approach to our delivery of services
across our system. This change has transformed our system to begin aligning our
resources with the greatest skill needs.

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

As we align our resources to the high demand high wage skill gaps, we will be tracking the
placements and the impact on the different sectors on a periodic basis. With sector
rounds being planned two to three times per year, CSCR will convene the most impactful
stakeholders to give feedback and guidance of our efforts.

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

The LWDB 5 is committed to ensuring that participants are afforded the best opportunity possible to
gain the knowledge and skills needed in order to obtain self-sufficient employment. In support of this
effort, CSCR has established partnerships with a significant number of educational providers within
the Panhandle. Many of the programs are offered by multiple institutions, allowing the career seeker
the flexibility to choose the option that best suits their needs.
A. Annually, a Regional Demand Occupations List (RDOL) is established and published by the Department of Economic Opportunity (DEO). This list is used as the basis for training programs in LWDB 5.

B. Occupations are selected for inclusion on the RDOL based on the following criteria:
   a. FLDOE Training Code 3 (PSAV Certificate), 4 (Community College Credit/Degree), or 5 (Bachelor’s Degree)
   b. 30 annual openings and positive growth
   c. Mean Wage of $14.66/hour and Entry Wage of $11.92/hour
   d. High Skill/High Wage (HSHW) Occupations:
      1. Mean Wage of $22.98/hour and Entry Wage of $14.66/hour

The Eligible Training Providers List/Programs (ETPL) will be reviewed annually to ensure alignment with in-demand industries and occupations. Prior to the end of each program year, the approved programs on the ETPL will be reviewed against the most-recent RDOL. Programs that are no longer in-demand (occupation is not included on the RDOL) will be marked for removal from the ETPL and the Training Provider will be notified via written notice.

Upon conclusion of the initial review, a secondary review will be conducted to ensure the accuracy of the programs on the ETPL. The Training Provider shall be asked to verify, via written response, (1) programmatic name changes and (2) whether or not the programs listed are still being offered. The ETPL will then be updated based on the information received.

The RDOL is also analyzed to determine if there are occupations listed, for which an approved training program is not on the ETPL. Institutions that provide training for in-demand occupations that are not on the ETPL will be contacted and provided an abbreviated application in order to determine if the program should be added to the ETPL. All applications are evaluated based on the currently established process for adding programs.

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

A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;

CSCR Business Account Managers and other team members are dedicated to regular employer outreach and engagement activities in Leon, Gadsden and Wakulla counties. Employer engagement has multiple purposes: (1) to share the plethora of solutions CSCR offers, (2) to share workforce data, trends and initiatives as needed, and (3) to assess the employers’ workforce needs. Below are a few ways we engage the local business community:

- Business Solutions team members actively participate in Big Bend SHRM, attending meetings, partnering on events and serving on the board of directors.
- Account Managers participate in local chamber meetings and events in the three counties.
- Account Managers serve on the boards and participate in Chamber Leads Groups.
- Business Solutions team members maintain strategic relationships with economic development organizations and other community business groups to identify referrals, etc.
• Business Solutions team members attend local job and career fairs and trade related events, where they can engage with industry partners.
• Business Solutions team members actively engage employers on LinkedIn and other appropriate online tools to market services.
• Business Solutions team members host over 40 recruitment events and hiring fairs annually (sectors cover in-demand occupations for the LWDA).

B. Support a local workforce development system that meets the needs of businesses in the local area;

Most business accounts are managed by an Account Manager and Business Solutions Representative (back office support). This allows the employer to experience a team behind their efforts; which leads to a more innovative approach to account management and sourcing talent and other resources.

Through hiring fairs, industry sector round meetings and regularly scheduled face-to-face meetings, CSCR gains a better understanding of business needs by gathering information on open positions, company culture and ideal candidates. We then partner with Talent Acquisition Specialists and the Regional Recruiter to screen and provide qualified talent.

C. Better coordinate workforce development programs and economic development; and,

Several CSCR team members are intricately involved with the local economic development organizations. CSCR is a partner for recruitment and retention projects in the community. CSCR:

• Provides area labor market data and solutions offered by CSCR at the request of the EDO.
• Gives ongoing support and information on training grants, hiring fairs, etc.
• Attends regular meetings with EDO representatives, who serve on the CSCR Strategic Policy & Planning Committee.

Economic Development representatives also serve as members of the CSCR Board of Directors.

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

CareerSource Capital Region provides universal access to services for all community residents including those receiving reemployment assistance benefits. CSCR provides local employers with an array of solutions meant to fill their hiring needs, build a talent pipeline for future vacancies, and assist the employer in remaining viable. Unemployed individuals can be considered a likely pool of skilled individuals equipped to promptly transition into open positions and become an asset to the hiring company. To strengthen the linkage and increase the visibility between employers and unemployed individuals, CSCR provides the following concentrated solutions:
• Connections CR - In partnership with Big Bend SHRM, local business leaders and human resources professionals, CSCR holds recruiting and networking events that connect experienced and professional-level, pre-screened unemployed career seekers with employers in an informal but organized atmosphere. The event provides hiring managers and career seekers the opportunity to interact with the assurance that (1) the career seeker has met minimum qualifications for open positions and (2) employers are those of interest for the attending career seekers.

• REACT - The REACT Coordinator works to link affected workers with resources and local businesses needing to hire for skills similar to those of the worker. To that effort the REACT Coordinator will review the resumes and/or applications of affected workers to ascertain their work/education history as well as transferable skills of each individual. Also, job listings posted in Employ Florida will be reviewed for potential job matches. If there are matches, the hiring employer/manager will be contacted, advised of the pending layoff, and given the opportunity to review the resumes/completed applications from any of the affected employees. If warranted, a hiring event may be scheduled with local employers to assist in placing the impacted workers prior or subsequent to the date of layoff/closure.

• Hiring Fairs - As part of the integrated case management model and in response to employer/career seeker comments, CSCR has shifted to having smaller, industry-focused hiring events throughout the year. Doing so, allows the area to attract more businesses and career seekers that have skills in specific, in-demand industries. As a result, more career seekers and businesses register in Employ Florida for services. The change has allowed CSCR to increase the talent pipeline for local employers as well as improve the types of employers/positions posted.

• Ask the HR Experts Panel Discussion - The ‘Ask the HR Experts’ networking series is a panel discussion offered by CSCR in partnership with Big Bend SHRM. This event connects unemployed career seekers with employers who are Human Resources professionals or hiring managers with local businesses. Career seekers are afforded the opportunity to ask HR related questions on resumes, interviewing and hiring practices. Special care is taken to invite employers that hire for positions congruent with the employment backgrounds of attending career seekers.

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

WIOA Section 134 (c) (3) (E) establishes a priority requirement with respect to funds allocated to a local workforce area for the Adult program. Under this section, CSCR must give priority to the following “priority groups” when providing individualized career or training services regardless of the level of available funding:

- Recipients of public assistance;
- Other low-income individuals; and
- Individuals who are basic skills deficient for the provision of individualized career services

Veterans and eligible spouses continue to receive priority of service for all USDOL funded job training programs, which includes WIOA programs.
CSCR provides priority in the adult program in the following order:

1. First, to Veterans and Eligible Spouses who fall within one of WIOA’s priority groups
2. Second, to Non-covered persons who fall within one of WIOA’s priority groups
3. Third, to Veterans and Eligible Spouses who do not fall within one of WIOA’s priority groups
4. Fourth, to Non-covered persons who fall outside of WIOA’s priority groups but within locally established program eligibility requirements
5. Last, to “Other” individuals who fall outside of WIOA’s priority groups and do not fall within locally established program eligibility requirements. Individuals must meet WIOA Adult program eligibility requirements.

Verification of public assistance, low income and veteran’s status must be collected at the point of individualized career services; however, documentation collected must verify the career seeker’s income as of the application date into WIOA.

A veteran’s self-registration in the state’s Management Information System (MIS) will automatically record service code 089 - Notification of Veterans Priority of Service. Veterans and individuals who register in Employ Florida, or who are entered in Employ Florida by staff are advised of their eligibility to priority of service and the code 189 is entered on the service plan screen by staff.

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

As previously described, the Regional Demand Occupations List is used as the basis for training services that are provided in LWDA 5. The goal is to ensure that training dollars are invested in occupations that are in-demand. CSCR will provide training services through Individual Training Accounts (ITAs), On-the-Job Training (OJT), Incumbent Worker Training (IWT), Customized Training and Work Experience.

ITAs
ITAs will be provided to qualified WIOA career seekers in need of financial assistance to obtain the education and job skills necessary for greater employability. The ITAs may be used to cover the cost of tuition, books and fees of any of the approved training providers/programs.

OJT
OJT is occupational skills training that is provided by an employer during the initial term of a participant’s employment, through an OJT contract between the employer and CSCR. This training grant provides an opportunity for employers to be reimbursed 50 to 75 percent of the wages of their new hires while they are receiving the training essential to adequately perform their job duties and retain unsubsidized employment with the employer. Employers will be reimbursed (amount subject to change based on program funding) after 60 days, 120 days and 180 days of job retention.

The Business & Employer Solutions (BES) team will market and identify potential OJT employer partners. The BES team reviews the requirements (i.e. non-displacement of current staff, records availability for monitoring, reimbursement structure, training plan, etc.) of the program with the employer prior to developing an OJT agreement. Once it is determined that the employer is
interested in moving to the next step in the process to enter into a contract with CSCR, staff members will comb their caseload for potential referrals for the OJT position. Employers may also refer potential customers for the OJT position, provided they are not currently employed. All customers, regardless of referral source, will be WIOA eligible and determined so prior to starting the OJT.

**IWT/Customized Training**

IWT is an employer-focused grant that reimburses employers for up to 50% of their direct training costs (i.e. tuition, textbooks, other training materials) related to providing skills-upgrade training to their current employees. The training is generally for job-specific skills to assist employers with retaining their current workforce and increasing their competitiveness. This program also helps employees gain the skills needed to obtain or retain employment that leads to self-sufficient wage.

The BES team will identify potential IWT employer partners and be responsible for working with the employer in completing the required application/agreement. Once the required documentation is received from the employer, the Account Executive is responsible for reviewing the information and following up with the employer if there is missing documentation. After the review is completed, using the IWT Grant Pre-Award Review Tool, Account Executives will provide the application and supporting documentation to the Client and Business Solutions Manager for final review and eligibility determination.

**Work Experience**

CSCR assists qualified participants by providing a quality work experience that will prepare them to acquire the skills and knowledge needed to obtain and maintain employment leading to a successful transition into the labor market. CSCR covers the cost of wages and workers’ compensation for participants engaged in the Work Experience program. The Work Experience program focuses on career seekers with little to no work experience, recently graduated WIOA career seekers whose field requires on the job experience prior to hire, and career seekers with barriers to employment due to chronic unemployment and inconsistent work history.

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

In an effort to ensure customer choice in the selection of training programs, a wide variety of high quality training programs are included on the Eligible Training Provider List (ETPL). Programs are offered via the following approved training providers:

- Big Bend Technical College
- Florida Agricultural & Mechanical University
- Florida Rural Water Association
- Florida School of Traditional Midwifery
- Gadsden Technical Institute
- Keiser University
- Lively Technical College
- National Training, Inc.
- Roadmaster Drivers School
- Southeastern School of Health Sciences
- Tallahassee Community College
- The Academy of South Florida
- Truck Driver Institute
- Wakulla Adult & Community Education

Programs are added on the basis of the inclusion of the associated occupation on the Regional Demand Occupations List (RDOL). In cases where an occupation is listed on the RDOL, but is not on the ETPL, it will be targeted for inclusion on the list.

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

A. Describe any ITA limitations established by the board;

Individual Training Accounts (ITAs) are vouchers that can be used by customers who have been determined eligible to receive assistance with training under the Workforce Innovation and Opportunity Act (WIOA) or Trade Adjustment Assistance (TAA) programs. For the WIOA program, this includes Out-of-School Youth, ages 16-24. The established accounts can be used to cover the following expenses: tuition, books, and fees of eligible and approved training providers. Due to funding limitations, ITAs are reserved for those customers who need training in order to increase their skill levels and who are pursuing occupations that are listed on the Eligible Training Provider List/Programs.

ITAs will be issued to eligible customers after all necessary assessment and planning and pre-enrollment activities has been completed. Issuing an ITA to customers involves several steps: 1) Identifying eligible expenses to be paid for by the ITA, 2) Obtaining the supporting documentation for eligible expenses, 3) Completing the ITA Voucher, 4) Obtaining the Scholarship Unit and Board-staff approval, 5) Entering the approved ITA voucher amount in the Occupational Skills Training (OST) activity section of the Workforce Innovation and Opportunity Act (WIOA) Application in the Employ Florida (EF) system and 6) Entering the total training expense in the Fund Tracking section of Employ Florida on the ITA Award Notice and in the case notes.

CSCR has established a Tier System that sets limitations on the maximum funding amount per training program based upon the average placement wage after training as compared to the area’s Lower Living Standard Income Level (LLSIL) wage rate (for a family size of three, adjusted for the area based on the Florida Price Level Index). All approved ITAs will follow the tier guidelines provided in the chart below. Tier 1 through Tier 4 applies to Welfare Transition (WT) and WIOA Dynamic Futures Young Adults who are not dual enrolled in the WIOA Adult/Dislocated Worker (DW) programs. WIOA Adult/DW program participants that are considered “harder to serve” are also eligible for training that falls within Tier 1. This ‘Special Population’ includes:

- Older Individuals (55 years of age and older)
- Ex-Offenders
- Homeless Individuals
- English Language Learners
- Basic Skills Deficient
WIOA Adults & DWs that do not fall within the ‘Special Population’ are eligible for Tier 2 through 4 only.

<table>
<thead>
<tr>
<th>Tier</th>
<th>Eligible Participants Program</th>
<th>Average Placement Wage</th>
<th>% of 2019-2020 LLSIL ($14.43)</th>
<th>ITA Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>WIOA YA, WT &amp; WIOA A/DW (Special Population)</td>
<td>$9.38 – $10.81</td>
<td>65 - 74%</td>
<td>$2,500</td>
</tr>
<tr>
<td>Tier 2</td>
<td>ALL WIOA &amp; WT</td>
<td>$10.82 – $12.98</td>
<td>75 - 89%</td>
<td>$5,000</td>
</tr>
<tr>
<td>Tier 3</td>
<td>ALL WIOA &amp; WT</td>
<td>$12.99 – $14.42</td>
<td>90 - 99%</td>
<td>$7,500</td>
</tr>
<tr>
<td>Tier 4</td>
<td>ALL WIOA &amp; WT</td>
<td>$14.43 and above</td>
<td>100% and above</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Note: SNAP E&T career seekers must be dual enrolled in WIOA in order to access occupational skills training.

The lifetime for ITA funding is $10,000 per eligible individual. When calculating the $10,000 lifetime limit, training costs such as tuition, books, fees, licensure, uniforms, tools etc. is included in the cost of the total training expense, in addition to support services such as transportation assistance. The lifetime limit includes any funding received from other workforce programs (WT/Youth/Adult/Dislocated Worker) combined.

Due to the high cost, “Out-of-state” tuition and related fees are not authorized. However, if the career seeker is able to provide a financial breakdown that specifically delineates the actual in-state versus out-of-state fees, staff may establish an ITA/PO for the in-state portion of the customer’s tuition and fees. The calculation of these costs based upon the school’s published tuition and fees is not acceptable; documentation provided must be specific to the student.

ITAs are to be authorized on a term-by-term basis only. If training lasts more than one term, any subsequent or continuing ITAs may only be issued after the student has presented proof of satisfactory progress and attendance. Satisfactory progress indicates a school grade of “C” or better and attendance of 80% or better.
B. Describe any exceptions to the use of ITAs.

To be consistent with the provisions contained in WIOA, CSCR only funds training services through the use of ITAs. The exceptions allowed by CSCR for not using an ITA are for Customized Training, Incumbent Worker Training, On-the-Job Training, paid work experience and instances where it has been determined that there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs. Employers that wish to provide occupational skills training may submit an application for review at any time during the year. Applications are reviewed for completeness and eligibility within 10 business days of receipt. From there, applications are scored and recommended for approval or denial based upon nine (9) of twelve (12) criteria being met. Application approvals are contingent upon receipt of individual employee/trainee information and the executed agreement. All occupational skills training agreements are executed through June 30 of each year. Additional exceptions include the purchase of supplies, uniforms, exam and licensure fees and training costs for youth participants who are not co-enrolled in the WIOA Adult or Dislocated Worker programs.

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

With more than three people competing for every open job, teaching career seekers to start their own business is an effective model for workforce development. In turn, there is growth in the self-employment concept through continued entrepreneurship training; again shifting the mindset from finding a job to creating your own job.

CSCR’s Senior Director chaired the Alliance of Entrepreneur Resource Organization (AERO) group for two years. AERO is a coalition of public agencies and community non-profit organizations united to provide current and new businesses with resources to aid in their success. Members include: CareerSource Capital Region, Small Business Development Center at FAMU, Jim Moran Institute for Entrepreneurship City of Tallahassee, Leon County Government, the local EDO, Big Bend Minority Chamber of Commerce, Capital City Chamber, Greater Tallahassee Chamber of Commerce, Institute for Nonprofit Innovation and Excellence, Tallahassee Community College, Center for Workforce Development, Leon County Research and Development Authority/Innovation Park and Domi Station (local technology incubator and co-working space).

Employers with 10 or fewer employees are very valuable to our operation. Small employers are more likely to take advantage of our HR solutions to include on-boarding assistance, use of interview space, applicant screening, On-the-Job training grants, professional development workshops offering, and more. We partner closely with our local chambers of commerce, including the Big Bend Minority Chamber, City of Tallahassee and Leon County’s minority, women and small business enterprise programs and the AERO group to increase the number of small businesses that engage with CSCR.

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

There are very few apprenticeship opportunities in the CSCR service area; however, there is a concerted effort by CSCR, the Department of Education and local training providers to educate employers on the benefits of apprenticeships. CSCR makes every effort to provide information to its career seekers and employers of the benefits of participating in an apprenticeship program; however, additional apprenticeships have not been developed nor the current programs utilized. With the enactment of WIOA and the ability for apprenticeships to automatically qualify as an eligible training provider, CSCR has contacted potential program sponsors and discuss the possibility of adding the programs to the local ETPL. CSCR is also interested in conducting Information Sessions where the potential sponsors can avail career seekers with information on their programs; furthermore, CSCR will determine the benefits of holding a session with healthcare employers to discuss the requirements to create an apprenticeship program.

Currently, CSCR is working with the local builders association and some contractors, with the help of State Representative Loranne Ausley, to solicit letters that support the need for additional apprenticeship training. Currently the LMI data does not show this area as having the need for additional training in construction related fields. Primarily this lack of data is due to a lack of job postings in Employ Florida indicating the need for more trained workers. The training providers have communicated there is increasing demand for training in plumbing, electrical, and framer/carpenter due to retirements. CSCR will continue to promote and inform employers on the benefits of building your own pipeline and use the apprenticeship model.

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

Career Pathways Council
In order to lead the effort to develop and implement career pathways in LWDA 5, CSCR created a Career Pathways Council, composed of community stakeholders that have expertise in business, education, community development, economic development and workforce development. This includes leaders from K-12, Postsecondary, Independent and University educational institutions.

This council meets quarterly to:

- Promote the development of career pathways based upon the needs of the business community in Gadsden, Leon and Wakulla counties;
- Identify the relevant industry sectors and the occupations within which career pathways need to be developed;
- Conduct the necessary research to determine the occupational entry points for the designated industry sectors;
• Assist with making business-partner relationships that will ensure the attainment of the critical business intelligence.
• Develop and maintain the www.mycareerpathways.org website as a community resource for our youth and adults seeking information of the pathways identified that can lead to higher wage careers.
• In support of its creative partnerships between education, employers and the community, the Council was awarded a 2019 Florida Career Pathways Best Practice Award by the Florida Career Pathways Network.

**Affiliate Status Partnership Program**
The Affiliate Status Partnership Program was designed to expand services outside of the Career Centers by aligning with community partners interested in utilizing shared resources with the Workforce System. To do that, CSCR is reaching out to churches, libraries, and community partners to provide additional access to Employ Florida, our statewide job bank, and one-on-one assistance with resume review and career coaching. Affiliate Status Partnership sites are trained by CSCR staff to provide minimum assistance to career seekers utilizing the shared space. Affiliate Status Partnership staff do not have reporting access to the Employ Florida site; therefore, more detailed issues must be handled by CSCR staff remotely. These partnerships allow us to reach more Floridians seeking to obtain or maintain career-advancing opportunities and employers seeking qualified, skilled talent. They also provide additional access hours to Employ Florida that extend the CareerSource reach into local communities.

Current affiliate sites include:

• Leon County Public Libraries (seven locations)
• The Kearney Center (Regional Homeless Shelter)

**Business Partnership Advisory Council**
CareerSource Capital Region’s (CSCR) Business Partnership Advisory Council (BPAC) is a group of executive level professionals advocating on behalf of the solutions provided by CSCR.

Business partners include representatives from health care, professional services, information technology, banking and finance, government, transportation & logistics, staffing, manufacturing and business organizations such as Big Bend Society for Human Resource Management, the local SHRM affiliate.

The BPAC members provide advice and guidance to CSCR, serve as event guest speakers, and educate the business community about the capabilities of CSCR. They also indirectly assist CSCR with finding the right fit for candidates. Members also help CSCR staff understand the current job market and provide business intelligence.

BPAC business professionals volunteer their time and energy and provide valuable input for continuous improvement of the CSCR business engagement process. In return, BPAC members will have access to training grants and will receive unique perspectives & intel from fellow members.

As a result, career seekers have been placed with BPAC employers, job postings and professional development training workshops have increased. The program was introduced to the Human
Resources association for the state of Florida, HR Florida State Council in April 2016 and the Florida Workforce Development Association’s Workforce Summit in September 2016.

**Industry and Sector Strategies**

Industry Sector Rounds serve as a forum for business, education, economic development and workforce development professionals to discuss industry challenges, issues and trends as well as, workforce needs, best practices and opportunities for collaboration to promote business creation and growth in the sector. Sector Rounds are led by an industry leaders and hosted two to three times annually in the Construction & Transportation/Logistics, Manufacturing, Information Technology & Professional Services and the Health Care sectors. At the end of it all, the discussion may lead to the implementation of initiatives and solutions, which promote a livable wage, job retention and expansion. This aligns with the sector strategies approach in connecting employers to skilled workers.

In partnership with the local EDOs, workforce trends is always a topic of discussion during meetings. Our strategy is to align our efforts in a more focused way to build the community capacity in the skills that are most in demand.

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

To ensure the continuous improvement of providers of services, CSCR uses an oversight and monitoring process which includes:

1. Periodic monitoring of programs, services, and processes – CSCR’s monitoring schedule requires programs, services and processes to be monitored monthly through a series of random, impromptu and full monitoring reviews. A random check is performed on elements contained within the MIS. The intent is to review those items that can be monitored through a desk audit (i.e. participant engagement, employment plans, service codes, veteran priority of service, assessments, pre-penalties, job orders, case notes, etc.). Random checks are conducted monthly. An impromptu review is very similar to a full monitoring review in that it may include a desk audit in addition to case files; however, the impromptu only looks at certain elements (i.e. eligibility, suitability, deferrals, reimbursements, work based training, etc.). Impromptu reviews are conducted quarterly. If there is sufficient concern regarding the integrity of the information contained within the MIS or quality and accuracy of the hard copy documentation, a random check and impromptu review can be the cause for a full monitoring review. CSCR employs two scheduled full monitoring reviews annually. The goal of the monitoring process is to seek areas of opportunities, verify compliance with local, state and federal directives, and to determine if system changes are needed and/or successful.

In addition to programmatic reviews, CSCR also assesses the usefulness of the assessments provided in the area through an annual review of current assessments and recommendations for alternatives. CSCR continues to press forward with ensuring that our ability to accurately assess a customer’s knowledge, skills and abilities is at the forefront of all our processes.
Customer satisfaction is an important gauge of whether CSCR is meeting the needs of career seekers in our service area and where changes should be considered. The LWDB employs a Customer Satisfaction Plan that currently includes Net Promoter™ for customer feedback to ensure our customer centered design is working in the eyes of those we serve.

Lastly, CSCR conducts a quality review of workshops provided within the career centers. With the constant change in the face of the workforce and the needs of employers, CSCR seeks to ensure that our workshops are consistent with the world of work to equip our career seekers with the most cutting edge information.

Deficiencies found at any level of the review process, may elicit, in some instances, a corrective action plan. Corrective action plans are reviewed by the contracted service provider management staff in addition to the LWDB staff. Suggestions are made and updates are required within a 20 day timeframe.

Training providers are reviewed annually to determine their effectiveness in training career seekers to be able to meet the industry and employer specific requirements in order to be successful in their areas of study. During the review process, CSCR seeks to determine:

- Number of completers of the programs provided by the training institution
- Number of completers that pass licensure/certifying examinations
- Number of completers that find employment in their field of study
- Number of completers that find employment after training (not related to the training)

When it is determined that the training institution does not adequately train career seekers to meet the needs of local employers, CSCR may make the determination to discuss removal of the training provider from the area’s ETPL based on its local policy. CSCR requires a minimum of 80% performance standard for all providers in order to be considered successful and remain on the ETPL.

2. Performance driven contract – CSCR holds back fifteen percent of the contract amount and links that amount to the achievement of performance deliverables linked to placements, DEO quality assurance review error rates, case management, customer follow-up, in addition to other performance measures. The contracted service provider submits documentation twice yearly for review. The documentation is reviewed and a corrective action plan can be issued when results are not favorable; a percentage of the funds may be withheld as well.

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

<table>
<thead>
<tr>
<th>Program Element</th>
<th>Provider</th>
<th>Details</th>
</tr>
</thead>
</table>

CareerSource Capital Region – LWDA 5     March 12, 2020     71 | Page
| Tutoring, study skills training, instruction, dropout prevention and recovery strategies | 1. Community Based Educational Providers  
2. College/university students  
3. Community Based Organizations |
<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>CSCR will collaborate with the university and colleges as well as other community based educational providers and community based organizations to facilitate tutoring, study skills training, instruction, dropout prevention and recovery strategies based on the needs of the youth. Through the coordination of services, CSCR will assist youth in gaining their GED or credits to earn a high school diploma. Resources for remediation (i.e. Win Workkeys) are available for youth to assist in increasing their ability to gain their GED, recover credits, or support concepts being taught in school that may be a weakness for the student.</td>
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<table>
<thead>
<tr>
<th>Alternative secondary school services, or dropout recovery services</th>
<th>Community Based Educational Providers</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSCR works with the local school board staff to provide services to youth attending alternative secondary schools. As a part of its outreach to at-risk youth, CSCR routinely makes presentations to youth attending these schools to enroll students for work readiness and employment related services. School staff are oriented on services provided by the career center and often refer their students for services offered in the youth program. CSCR will collaborate with community based educational resources including Leon Virtual School, magnet school professional academies, and other entities to find the right support for youth to either get their GED or alternative high school diploma.</td>
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</table>
**Paid/unpaid work experiences**

<table>
<thead>
<tr>
<th>CSCR in partnership with local business and organizations</th>
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<tbody>
<tr>
<td>CSCR operates a fully functional paid/unpaid work experience activity. Staff establishes relationships with local employers and execute worksite agreements to place youth based on the youth’s career interests. Youth are pre/post tested to measure the impact/effectiveness of the work experience. There is a priority to connect youth in in-demand industries and on work sites with the potential for permanent placement.</td>
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<table>
<thead>
<tr>
<th>a. Summer Employment opportunities</th>
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<tbody>
<tr>
<td>CSCR in partnership with Leon County government</td>
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<tr>
<td>CSCR entered into a partnership with Leon County government to provide work readiness workshops and assessments to youth participating in their Summer Youth Employment program. CSCR will place youth in positions within the county government structure. The LWDB is building this type of relationship with other entities (city/county government throughout the area) to provide a well-rounded summer and year-round employment activity.</td>
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<table>
<thead>
<tr>
<th>(b) Internship and Job Shadowing</th>
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</thead>
<tbody>
<tr>
<td>CSCR in partnership with local business and organizations</td>
</tr>
<tr>
<td>Internships and job shadowing is offered as a component within the work experience activity. As a work experience participant, youth are afforded the opportunity to conduct job shadowing during their onboarding and training with the employer. Some work experience sites utilize the terminology “intern” as opposed to work experience participant.</td>
</tr>
<tr>
<td>(c) Pre-apprenticeship programs</td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>(d) On-the-Job Training</td>
</tr>
<tr>
<td>Occupational skills training</td>
</tr>
<tr>
<td>Education offered concurrently with workforce preparation activities</td>
</tr>
<tr>
<td>Leadership development opportunities, including community service and civic behaviors</td>
</tr>
<tr>
<td>Supportive services</td>
</tr>
<tr>
<td><strong>Adult mentoring (not less than 12 months)</strong></td>
</tr>
<tr>
<td>Follow-Up services (not less than 12 months)</td>
</tr>
</tbody>
</table>

<p>| Comprehensive guidance and counseling (drug/alcohol abuse counseling) | CSCR/Referrals to community partners | Through assessing the customer, staff determines barriers that have the potential to hinder the youth being successful completing training and obtaining/maintaining employment. When ascertained through assessment that drug/alcohol abuse exists, youth interested in overcoming said barriers are referred to local community based organizations for comprehensive guidance and counseling. |</p>
<table>
<thead>
<tr>
<th>Financial literacy education</th>
<th>CSCR/local financial services professionals or agencies</th>
<th>Financial literacy is introduced to youth through the LWDB’s youth services curriculum (Dynamic Futures). The curriculum is designed to teach youth financial skills and to encourage the creation of positive banking relationships. Participants learn about budgeting, credit, and banking services to improve their financial health and well-being. Local finance professionals are invited to provide workshops to youth periodically.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrepreneurial skills training</td>
<td>CSCR/local entrepreneurial organizations</td>
<td>When possible, entrepreneurship workshops are available within the career center. CSCR will develop additional relationships with local business incubators as well as other organizations (i.e. SBDC) to provide workshops to participants.</td>
</tr>
<tr>
<td>Labor market and employment information</td>
<td>CSCR and DEO</td>
<td></td>
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<tr>
<td>----------------------------------------</td>
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</tr>
<tr>
<td>Through counseling and workshops, youth are provided a thorough understanding of the kinds of labor market information resources available and the importance of using this information to inform their career and education planning. As part of the program’s initial engagement activities, youth are required to conduct labor market research on careers of interest. This exercise is used to guide youth in understanding how their skills and interests fit into local job opportunities and projected career needs. CSCR will work with school Guidance Counselors to provide ongoing information about trends in local and national labor markets to encourage effective, realistic long-term career planning. Industry Scholars is also used in the Dynamic Futures curriculum to expose youth to different industries.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Preparatory and transition activities for post-secondary education and training</th>
<th>CSCR in partnership with local educational and community organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSCR will work with community based organizations who can assist youth in continuing success along identified career pathways. Transition services will include ongoing supportive and developmental services, regular contact with youth, mentoring, and career pathway coaching.</td>
<td></td>
</tr>
</tbody>
</table>

A. Define the term “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society.”

CareerSource Capital Region defines “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” as youth determined as basic skills deficient, documented as having a disability or considered limited English proficient.
Basic Skills Deficient - The LWDB will conduct a comprehensive assessment of the youth using the TABE assessment during eligibility determinations. The TABE assessment identifies the educational levels for a participant and determines whether an individual is basic skills deficient in either reading or math or both. By scoring below a 9th grade level an individual would be identified as basic skills deficient.

Documented Disability - Youth may submit a copy of an Individualized Education Plan, a letter from a school official, counselor, teacher, case manager, social service worker physician, or other acceptable individual or entity which states the youth has a diagnosed disability which serves as a barrier to be able to function on the job, in the individual’s family or in society.

Limited English Proficient - Youth that are considered limited English proficient, as evidenced through self-attestation, conversation or assessment (formal/informal) will be considered in this category. Limited ability to read, write, or speak English at a level necessary to function affects the customer’s ability to obtain training (including work-based training) and employment where the ability to effectively communicate verbally or in writing is a requirement.

Local job orders, preferred employers, and training providers will be used to determine whether the ability to communicate in English is a necessity to successfully complete training and/or work assignments.

B. Define “requires additional assistance.”

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

CareerSource Capital Region defines “requires additional assistance...” as an individual who:

- Resides in a county where the resident live birth rate for mother’s ages 15 through 19 years of age is above the state average according to the Florida Bureau of Vital Statistics;
- Is gang involved/affiliated/affected;
- Experiences personal/family substance abuse;
- Is an emancipated minor;
- Is a victim of domestic violence or sexual/child abuse;
- Has been alienated due to sexual preference;
- Is a member of a migrant family;
- Is lacking significant work maturity and/or work history (less than six months of work experience within the last year); or
- At risk of dropping out of school:
  - Academically deficient and/or is not making substantial progress in mastering basic skills that are appropriate for students of the same age;
  - Has been a previous school drop-out or is not attending school consistently;
- Determined to be at risk by school staff based on assessment that health, social, or family problems are impairing the student’s ability to succeed in school; and
- Failure to pass one or more sections of the state standardized test.
This plan represents the efforts of CareerSource Capital Region to implement the Workforce Innovation and Opportunity Act in the following counties:

- Gadsden County
- Leon County
- Wakulla County

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

Workforce Development Board Chair

Michael Scott Watson

Name (printed or typed)

CSCCR Board Chair

Date

4/8/2020

Chief Elected Official (Leon)

Commissioner Nick Maddox

Name (printed or typed)

Chief Elected Official

Date

4/7/2020
Chief Elected Official (Gadsden)

Signature

Eric Hinson

Name (printed or typed)

Commissioner

Title

4/16/2020

Date

Chief Elected Official (Wakulla)

Signature

Commissioner Quincee Messersmith

Name (printed or typed)

Wakulla County Commissioner

Title

4/8/2020

Date
<table>
<thead>
<tr>
<th>Name</th>
<th>Employer</th>
<th>Job Title</th>
<th>Appointment Start</th>
<th>Appointment End</th>
<th>Board Seat Filled Per Bylaws</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jonathan Gray</td>
<td>Cal-Maine Foods</td>
<td>General Manager</td>
<td>7/1/2017</td>
<td>6/30/2020</td>
<td>Private Sector - Gadsden (1)</td>
</tr>
<tr>
<td>Patrick Hutto</td>
<td>St. Marks Powder</td>
<td>Human Resources Director</td>
<td>12/12/2019</td>
<td></td>
<td>Private Sector - Wakulla (1)</td>
</tr>
<tr>
<td>Scott Watson</td>
<td>CSI Contracting, Inc.</td>
<td>Vice President</td>
<td>1/28/2015</td>
<td>6/30/2021</td>
<td>Private Sector - Gadsden (3)</td>
</tr>
<tr>
<td>Holly Henderson</td>
<td>Nextera Energy</td>
<td>Regulatory Affairs Manager</td>
<td>7/1/2018</td>
<td>6/30/2021</td>
<td>Private Sector - Leon (2)</td>
</tr>
<tr>
<td>Tom Eisel</td>
<td>Capital Regional Medical Ctr.</td>
<td>CFO</td>
<td>4/24/2019</td>
<td>6/30/2022</td>
<td>Private Sector - Leon (4)</td>
</tr>
<tr>
<td>Rebecca Kelly-Manders</td>
<td>Street Chefs</td>
<td>Chef</td>
<td>7/1/2017</td>
<td>6/30/2020</td>
<td>Private Sector - Leon (5)</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Private Sector - Leon (6)</td>
</tr>
<tr>
<td>Steve Capenos</td>
<td>TMH</td>
<td>Director of Talent Acquisition</td>
<td>3/12/2019</td>
<td>6/30/2021</td>
<td>Private Sector - Leon (7)</td>
</tr>
<tr>
<td>Amber Tynan</td>
<td>Services</td>
<td>Executive Director</td>
<td>7/12/1905</td>
<td></td>
<td>WIOA Specified - Philanthropic* (1) OS</td>
</tr>
<tr>
<td>Kevin Vaughn</td>
<td>Insurance-Owner-Crawfordville</td>
<td>Owner</td>
<td>7/1/2019</td>
<td>6/30/2021</td>
<td>Private Sector - Wakulla (2)</td>
</tr>
<tr>
<td>Nina Singleton Self</td>
<td>Capital Area Community Action</td>
<td>CFO</td>
<td>8/24/2017</td>
<td>6/30/2020</td>
<td>WIOA Specified - Community Based Org (1)</td>
</tr>
<tr>
<td>Tawana Gilbert</td>
<td>Florida VR-DOE</td>
<td>Area Director, Area One</td>
<td>10/4/2018</td>
<td>6/30/2021</td>
<td>WIOA Specified - Community Based Org (Vets &amp; Disabled) (1)</td>
</tr>
<tr>
<td>Cristina Paredes</td>
<td>Office of Economic Vitality</td>
<td>Director</td>
<td>7/1/2017</td>
<td>6/30/2020</td>
<td>WIOA Specified - EDC Rep (1)</td>
</tr>
<tr>
<td>John Shuff</td>
<td>EDC Wakulla</td>
<td>Chairman</td>
<td>4/19/2016</td>
<td>6/30/2019</td>
<td>WIOA Specified - EDC Rep (2)</td>
</tr>
<tr>
<td>Mauricio Endara</td>
<td>T67</td>
<td>Police Officer</td>
<td>10/12/2017</td>
<td>6/30/2020</td>
<td>WIOA Specified - Labor (2)</td>
</tr>
<tr>
<td>Renisha Gibbs</td>
<td>FSU</td>
<td>Assoc. VP HR/&amp; Diversity/Finance &amp; Admin C</td>
<td>4/23/2019</td>
<td>6/30/2022</td>
<td>WIOA Specified - Local Community College President (1)</td>
</tr>
<tr>
<td>Maria Mead</td>
<td>Keiser University</td>
<td>President</td>
<td>10/12/2017</td>
<td>6/30/2020</td>
<td>WIOA Specified - Non-profit Private School (1)</td>
</tr>
<tr>
<td>Jeanna Olson</td>
<td>C &amp; F</td>
<td>Circuit Community Development Director</td>
<td>1/9/2014</td>
<td>6/30/2020</td>
<td>WIOA Specified - Public School Superintendent (1)</td>
</tr>
</tbody>
</table>
This Agreement, entered into by and between the following parties: Gadsden County, Leon County (a charter county), and Wakulla County (a charter county), political subdivisions of the State of Florida, hereinafter referred to as the "COUNTIES", and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region (CSCR), a Florida nonprofit corporation, in its capacity as the Region 5 Local Workforce Area (LWA) created and existing under Chapter 445, Florida Statutes, hereinafter referred to as CareerSource Capital Region.

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 ("WIA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Workforce Development Region; and

WHEREAS, Chapter 445, Florida Statutes, "the Workforce Innovation Act of 2000" ("Workforce Innovation Act") further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce regions designated by the Governor of the State of Florida based on meeting performance requirements; and

WHEREAS, the COUNTIES have been designated by the Governor of the State of Florida as a Local Workforce Area; and

WHEREAS, the WIA and WIOA require the chief local elected officials of each designated Local Workforce Region to establish a regional workforce development board; and

WHEREAS, the Regional Workforce Board Accountability Act of 2012, the Florida Legislature provides for the membership of local workforce development boards to be limited to the minimum membership required in Pub. L. No. 105-220, Title I, s. 117(b) (2) (A); and

WHEREAS, CareerSource Capital Region has requested and received certification as the Region 5 Workforce Development Board by CareerSource Florida, the State of Florida Workforce Development Board; and

WHEREAS, the Department of Economic Opportunity (DEO), under the direction of CareerSource Florida, shall review and certify that CareerSource Capital Region complies with state and federal law; and

WHEREAS, the COUNTIES and CareerSource Capital Region previously entered into an Interlocal Agreement in 2001 defining their respective duties and responsibilities ("Original Interlocal"); and

WHEREAS, CareerSource Capital Region is required to submit its strategic plan and annual budget, as approved by the COUNTIES and/or their designee, to CareerSource Florida for review and approval; and then to the Department of Economic Opportunity for review and approval; and,

WHEREAS, the COUNTIES and CareerSource Capital Region desire to clarify the terms of the Original Interlocal Agreement to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within the Region 5 Workforce Region under the
NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Purpose:
The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the (WIOA), the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (Public Law 104-193), the Agricultural Act of 2015, applicable federal, state and local regulations including OMB super circular and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Four Year Local Services Plan: (Section 108(a))
Pursuant to WIOA and in accordance with the requirements established by the Governor of the State of Florida, CareerSource Capital Region shall develop the Four Year Local Plan, as required, and shall present said plans to the COUNTIES for review and approval. Upon approval and execution of the plans by the COUNTIES when required by the Acts, acting through the respective Boards of County Commission, or their designees, the plans will be submitted to the proper funding authorities by CareerSource Capital Region.

3. Establishment of the Gadsden, Leon, Wakulla Workforce Development Consortium
The Gadsden, Leon, and Wakulla Workforce Development Consortium (the "CONSORTIUM") is hereby created to be organized as hereinafter provided. Each respective Board of County Commissioners shall identify and designate one individual to serve as their designee on the CONSORTIUM. The designee shall be a voting member. The CONSORTIUM will exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CareerSource Capital Region for final submittal and approval to CareerSource Florida and then the Department of Economic Opportunity. The CONSORTIUM will also exercise approval authority and review of the annual audit as conducted over CareerSource Capital Region for final submittal to the proper funding authorities by CareerSource Capital Region.

4. Duties and Responsibilities of CareerSource CapitalRegion
The COUNTIES hereby designate CareerSource Capital Region as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Region 5 Workforce Region (the "Program"). In that capacity, CareerSource Capital Region shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. CareerSource Capital Region shall employ personnel to carry out the effective and efficient operation of the Program, as defined in the Workforce Local Plan, and to provide necessary technical assistance to any sub-grantee’s providing services under the guidance of the Board and acting in partnership with the COUNTIES as provided herein;

B. CareerSource Capital Region Board shall select a Chief Executive Officer of sufficient competence and experience to organize and train such staff as necessary to conduct the functions and operations of the fiscal and administrative entity as provided herein;

C. CareerSource Capital Region, through the actions of said personnel, as authorized, approved or directed by the CareerSource Capital Region Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required
approval by the COUNTIES, submit them to the appropriate funding authorities for approval;

2. Prepare and submit for approval by the CONSORTIUM, an annual budget for the proper expenditure of all funds allocated to CareerSource Capital Region;

3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable Federal, State or Local Laws;

4. Execute contracts, sub-grants and other agreements necessary to carry out the programs authorized by CareerSource Florida and DEO, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information;

5. Reach agreement with the Governor and CareerSource Florida on local performance measures;

6. Recommend policy and develop program procedures for program management, planning, operation, evaluation and other necessary functions;

7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida Department of Economic Opportunity;

8. Establish and maintain such committees as determined by the CareerSource Capital Region Board of Directors;

9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;

10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts and State of Florida requirements and approved CareerSource Capital Region bylaws, procurement policies, finance and accounting policies;

11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

12. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the CareerSource Capital Region Board of Directors;

13. Coordinate workforce investment activities with economic development strategies regionally and developing strong employer linkages;
14. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;

15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties as required by the Acts, Regulations or State Laws, subject to approval by the respective Boards of County Commissions when approving the Workforce Services Plan.

16. Develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSource Capital Region and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida.

17. Make available to the COUNTIES and the general public through its website, www.careersourcecapitalregion.com, the audit conducted in accordance with OMB Super Circular 900 200 annually.

18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Program;

19. Maintain the required insurance coverage to protect the COUNTIES addressed through this agreement.

D. CareerSource Capital Region shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as CareerSource Capital Region Board may deem appropriate and necessary.

E. CareerSource Capital Region shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph 6(c) herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and CONSORTIUM.

F. CareerSource Capital Region shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the CareerSource Capital Region Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSource Capital Region Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.

G. In order to exercise its independent Program oversight, CareerSource Capital Region shall not serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the CareerSource Capital Region Board of Directors.

H. CareerSource Capital Region shall promote and solicit participation by the business community in the program in order to maximize services to eligible residents of the area.

I. CareerSource Capital Region shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the COUNTIES.
J. CareerSource Capital Region shall approve, in conjunction with the respective Board of County Commissioners, all plans as may be required under the Wagner Peyser (employment services) Act.

K. CareerSource Capital Region shall exert every reasonable and necessary effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

L. CareerSource Capital Region shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes, and applicable IRS regulations and filings.

M. CareerSource Capital Region shall complete and submit all assurances and certifications as required by the funding sources.

5. Duties and Responsibilities of the COUNTIES:

Each Board of County Commissioners is designated as the Chief Elected Officials under the WIOA, and in the capacity as the local grant recipient shall have the following duties and responsibilities:

A. Appoint and reappoint representatives of the private sector members to the CareerSource Capital Region Board of Directors in a timely manner so as to maintain the minimum number of business members required by CareerSource Capital Region’s bylaws, CS/HB 7023 enacted by the 2012 Florida Legislature and as provided in the WIOA.

B. Each Board of County Commissioners shall have the authority to remove an appointed Board Member for cause. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or CareerSource Capital Region standard of conduct to include ethical violation; and/or any conduct the COUNTIES determine to be detrimental to CareerSource Capital Region and/or the County or to the purposes and objectives of the workforce development system. Also removal for violation of the CSCR Board bylaws and policies. Removal of the Chair and/or Officer of the CareerSource Capital Region Board of Directors requires approval by all COUNTIES.

The number of members of the Local Workforce Area (LWA) Board shall be determined by the CareerSource Capital Region in consultation with the Chief Local Elected Official(s), but must remain compliant with the WIOA and the State of Florida legislation.

Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the CareerSource Capital Region Board members shall be three (3) years with a maximum of nine (9) years consecutive service.

A majority of the CareerSource Capital Region Board shall be representative of the private sector, who shall be owners of businesses, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chairperson of the CareerSource Capital Region shall be a representative of the private sector and shall be selected by the membership of the CareerSource Capital Region Board annually with a two year term limit.

The private sector representatives on the CareerSource Capital Region Board shall number twelve (12) and shall be selected in the following manner:

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TDD equipment use Florida Relay Service 711.
Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIOA and State of Florida.

Such nominations for the CareerSource Capital Region Board shall be representative of the business community described above in optimal business leadership positions such as CEO's, President's, Owners, and senior business leaders.

In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:
Leon County Commission, seven (7);
Gadsden County Commission, three (3); and
Wakulla County Commission, two (2).
Depending on the Board make up, these numbers may need to change. The percentage of business positions is based on population percentages of the participating counties in Region 5.

The remaining board memberships shall be filled as specified in the State of Florida and the Workforce Innovation and Opportunity Act. These Members are not nominated by the three (3) respective County Commissions or their designee but prescribed by WIOA;

The Mandatory Partners:
Higher Education (1);
A minimum of 20% with labor designation
Adult Literacy (1)
Government and Economic Development (1)
Economic and Community Development (1)
State Wagner Peyser (1)
Vocational Rehabilitation (1)

The May's in the Law are:
Community Organization (1)
Youth Organization (1)
Local Educational Agencies (1)
Transportation, Housing, Public Assistance (1)
Philanthropic Organizations (1)
Other Individuals- Local Elected Officials Discretion.

NOTE: Because business must be at least 51% of the Board, additional positions in the "may" section require adding multiple business people to the board. The intent of the WIOA law is to keep the board number low (minimum of 19) and have strategic and effective community business leaders.

B. Maintain communication with CareerSource Capital Region necessary to carry out the objectives of this agreement.

C. Appoint and reappoint members to the CONSORTIUM as defined in Section 3.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CareerSource Capital Region's approved plans, and as defined in the WIOA.
E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA.

F. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met.

G. Ensure, through CareerSource Capital Region Board meetings and CareerSource Capital Region staff presentations, as well as approval of CareerSource Capital Region policies, reports and other agreements, that CareerSource Capital Region has and maintains adequate administration, control and management for funds and programs handled by CareerSource Capital Region including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

6. Financial Responsibility for the Program:

As provided in the WIOA, the Board of County Commissioners of the respective counties, as the Chief Elected Officials (CEOs), are not relieved of the liability for the misuse of grant funds by the designation of CareerSource Capital Region as sub-grantee and fiscal agent as provided herein, as authorized by WIOA, and CareerSource Capital Region agrees to the following, in order to provide assurances to and protection for the Chief Elected Officials as to sound fiscal management of the Program in compliance with the Acts:

A. Indemnification. Unless determined to be contrary to applicable law, CareerSource Capital Region shall indemnify, pay the cost of defense, including attorneys’ fees, and hold harmless the respective Boards of County Commissioners, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement, or on account of any act or omission, neglect or misconduct of CareerSource Capital Region, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the respective Board of County Commissioners.

B. Disallowed Cost Liability. In the event CareerSource Capital Region is found responsible for any disallowed costs, through whatever means, CareerSource Capital Region and the COUNTIES will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CareerSource Capital Region will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds as allowed by the Acts. If CareerSource Capital Region’s insurance, bonds, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

C. Additional Financial Assurances. During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the respective Boards of County Commissions reasonably determines that additional financial or performance assurances are necessary to protect the interests of the respective Boards of County Commissions, as the Chief Elected Officials, after written notice to CareerSource Capital Region, the COUNTIES may: (i) require CareerSource Capital Region to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retainage of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the respective Boards of County Commissions reasonably deems necessary.
necessary; or (iv) post such security, as the respective Boards of County Commissions reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

7. Term and Termination:

A. **Term.** The term of this Agreement shall commence on the Effective Date or the filing of this interlocal Agreement as provided in paragraph 13 herein, whichever occurs last, and continues through June 30, 2020, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one year terms commencing on July 1 and ending in June 30, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. **Termination for Convenience.** Either Party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.

C. **Termination on Default.**

1. Each of the following shall constitute an Event of Default:

   (a) The failure or refusal by any of the 4 parties to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until a non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting parties within thirty (30) days from the date of such notice;

   (b) The written admission by CareerSource Capital Region that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CareerSource Capital Region to the appointment by a court of a receiver or trustee or the making by CareerSource Capital Region of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor’s property or business, or the dissolution or revocation of CareerSource Capital Region’s corporate charter.

2. Upon the occurrence of an Event of Default, the non-defaulting party (ies) shall have the right to immediately terminate this Agreement upon written notice to the party (ies) in default.

D. **Termination of Funding.** In the event that sufficient budgeted state formula funds are not available for a new fiscal period, the respective Boards of County Commissions shall notify CareerSource Capital Region of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the respective Boards of County Commissions.

8. **Notice:**

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For CareerSource Capital Region:  
For GADSDEN COUNTY: Chairperson  
For LEON COUNTY: Chairperson  
For WAKULLA COUNTY: Chairperson

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TDD equipment use Florida Relay Service 711.
9. **Modification:**

This Agreement may be modified by the mutual consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

10. **Resolution of Disagreements:**

A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Gadsden County Board of Commissioners, the Leon County Board of Commissioners, and the Wakulla County Board of Commissioners, the Chairperson of CareerSource Capital Region and each county’s Administrators shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CareerSource Capital Region and COUNTIES within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, nor will CareerSource Capital Region along with the COUNTIES share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution (“ADR”) procedure. The payment of costs incurred to address the mediation will be determined based on the area of service. (e.g., population, usage of services, etc.)

B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by Law.

11. **Severability:**

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

12. **Filing of Agreement:**

This Agreement shall be filed with each county’s Clerk of the Circuit Court.

13. **Termination of Original Interlocal:**

This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Interlocal between the parties are hereby terminated.
BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

______________________________
Gadsden Consortium Member, Eric Hinson

______________________________
Date of Commission Action

APPROVED AS TO FORM:

BY: ___________________________
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

BY: ___________________________
Gadsden County Clerk of the Circuit Court

LEON COUNTY

______________________________
Leon Consortium Member, Nick Maddox

______________________________
Date of Commission Action

APPROVED AS TO FORM:

______________________________
Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

BY: ___________________________
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

______________________________
Ralph Thomas, Chairman

______________________________
June 1, 2015
Date of Commission Action

APPROVED AS TO FORM:

______________________________
Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BY: ___________________________
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

______________________________
CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

______________________________
Secretary, Beth Kirkland
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Eric Hinson

July 7, 2015

Date of Commission Action

LEON COUNTY

Leon Consortium Member, Nick Maddox

Date of Commission Action

WAKULLA COUNTY

Wakulla Consortium Member, Jerry Moore

Date of Commission Action

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

BY: ________________________________

Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

BY: ________________________________

Gadsden County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: ________________________________

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

BY: ________________________________

Leon County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: ________________________________

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BY: ________________________________

Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: ________________________________

Secretary, Beth Kirkland
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Eric Hinson

Approved as to Form:

By: Gadsden County Attorney

Attest: Gadsden County Clerk of the Circuit Court

LEON COUNTY

Leon Consortium Member, Nick Maddox

Approved as to Form:

By: Leon County Attorney

Attest: Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Wakulla Consortium Member, Jerry Moore

Approved as to Form:

By: Wakulla County Attorney

Attest: Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

CareerSource Capital Region Chairperson, George Banks

Approved as to Form:

By: Secretary, Beth Kirkland
This Agreement, entered into by and between the following parties: Gadsden County, Leon County (a charter county), and Wakulla County (a charter county), political subdivisions of the State of Florida, hereinafter referred to as the "COUNTIES", and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region (CSCR), a Florida nonprofit corporation, in its capacity as the Region 5 Local Workforce Area (LWA) created and existing under Chapter 445, Florida Statutes, hereinafter referred to as CareerSource Capital Region.

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 ("WIA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Workforce Development Region; and

WHEREAS, Chapter 445, Florida Statutes, "the Workforce Innovation Act of 2000" ("Workforce Innovation Act") further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce regions designated by the Governor of the State of Florida based on meeting performance requirements; and

WHEREAS, the COUNTIES have been designated by the Governor of the State of Florida as a Local Workforce Area; and

WHEREAS, the WIA and WIOA require the chief local elected officials of each designated Local Workforce Region to establish a regional workforce development board; and

WHEREAS, the Regional Workforce Board Accountability Act of 2012, the Florida Legislature provides for the membership of local workforce development boards to be limited to the minimum membership required in Pub. L. No. 105-220, Title I, s. 117(b) (2) (A); and

WHEREAS, CareerSource Capital Region has requested and received certification as the Region 5 Workforce Development Board by CareerSource Florida, the State of Florida Workforce Development Board; and

WHEREAS, the Department of Economic Opportunity (DEO), under the direction of CareerSource Florida, shall review and certify that CareerSource Capital Region complies with state and federal law; and

WHEREAS, the COUNTIES and CareerSource Capital Region previously entered into an Interlocal Agreement in 2001 defining their respective duties and responsibilities ("Original Interlocal"); and

WHEREAS, CareerSource Capital Region is required to submit its strategic plan and annual budget, as approved by the COUNTIES and/or their designee, to CareerSource Florida for review and approval; and then to the Department of Economic Opportunity for review and approval; and,

WHEREAS, the COUNTIES and CareerSource Capital Region desire to clarify the terms of the Original Interlocal Agreement to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within the Region 5 Workforce Region under the
NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Purpose:
The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the (WIOA), the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (Public Law 104-193), the Agricultural Act of 2015, applicable federal, state and local regulations including OMB super circular and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Four Year Local Services Plan: (Section 108(a))
Pursuant to WIOA and in accordance with the requirements established by the Governor of the State of Florida, CareerSource Capital Region shall develop the Four Year Local Plan, as required, and shall present said plans to the COUNTIES for review and approval. Upon approval and execution of the plans by the COUNTIES when required by the Acts, acting through the respective Boards of County Commission, or their designees, the plans will be submitted to the proper funding authorities by CareerSource Capital Region.

3. Establishment of the Gadsden, Leon, Wakulla Workforce Development Consortium
The Gadsden, Leon, and Wakulla Workforce Development Consortium (the "CONSORTIUM") is hereby created to be organized as hereinafter provided. Each respective Board of County Commissioners shall identify and designate one individual to serve as their designee on the CONSORTIUM. The designee shall be a voting member. The CONSORTIUM will exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CareerSource Capital Region for final submittal and approval to CareerSource Florida and then the Department of Economic Opportunity. The CONSORTIUM will also exercise approval authority and review of the annual audit as conducted over CareerSource Capital Region for final submittal to the proper funding authorities by CareerSource Capital Region.

4. Duties and Responsibilities of CareerSource Capital Region
The COUNTIES hereby designate CareerSource Capital Region as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Region 5 Workforce Region (the "Program"). In that capacity, CareerSource Capital Region shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. CareerSource Capital Region shall employ personnel to carry out the effective and efficient operation of the Program, as defined in the Workforce Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of the Board and acting in partnership with the COUNTIES as provided herein;

B. CareerSource Capital Region Board shall select a Chief Executive Officer of sufficient competence and experience to organize and train such staff as necessary to conduct the functions and operations of the fiscal and administrative entity as provided herein;

C. CareerSource Capital Region, through the actions of said personnel, as authorized, approved or directed by the CareerSource Capital Region Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required
2. Prepare and submit for approval by the CONSORTIUM, an annual budget for the proper expenditure of all funds allocated to CareerSource Capital Region;

3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable Federal, State or Local Laws;

4. Execute contracts, sub-grants and other agreements necessary to carry out the programs authorized by CareerSource Florida and DEO, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information;

5. Reach agreement with the Governor and CareerSource Florida on local performance measures;

6. Recommend policy and develop program procedures for program management, planning, operation, evaluation and other necessary functions;

7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida Department of Economic Opportunity;

8. Establish and maintain such committees as determined by the CareerSource Capital Region Board of Directors;

9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;

10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts and State of Florida requirements and approved CareerSource Capital Region bylaws, procurement policies, finance and accounting policies;

11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

12. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the CareerSource Capital Region Board of Directors;

13. Coordinate workforce investment activities with economic development strategies regionally and developing strong employer linkages;
14. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting, and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;

15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties as required by the Acts, Regulations or State Laws, subject to approval by the respective Boards of County Commissions when approving the Workforce Services Plan.

16. Develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSource Capital Region and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida.

17. Make available to the COUNTIES and the general public through its website, www.careersourcecapitalregion.com, the audit conducted in accordance with OMB Super Circular 900 200 annually.

18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Program;

19. Maintain the required insurance coverage to protect the COUNTIES addressed through this agreement.

D. CareerSource Capital Region shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as CareerSource Capital Region Board may deem appropriate and necessary.

E. CareerSource Capital Region shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph 6(c) herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and CONSORTIUM.

F. CareerSource Capital Region shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the CareerSource Capital Region Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSource Capital Region Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.

G. In order to exercise its independent Program oversight, CareerSource Capital Region shall not serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the CareerSource Capital Region Board of Directors.

H. CareerSource Capital Region shall promote and solicit participation by the business community in the program in order to maximize services to eligible residents of the area.

I. CareerSource Capital Region shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the COUNTIES.
J. CareerSource Capital Region shall approve, in conjunction with the respective Board of County Commissioners, all plans as may be required under the Wagner Peyser (employment services) Act.

K. CareerSource Capital Region shall exert every reasonable and necessary effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

L. CareerSource Capital Region shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes, and applicable IRS regulations and filings.

M. CareerSource Capital Region shall complete and submit all assurances and certifications as required by the funding sources.

5. Duties and Responsibilities of the COUNTIES:

Each Board of County Commissioners is designated as the Chief Elected Officials under the WIOA, and in the capacity as the local grant recipient shall have the following duties and responsibilities:

A. Appoint and reappoint representatives of the private sector members to the CareerSource Capital Region Board of Directors in a timely manner so as to maintain the minimum number of business members required by CareerSource Capital Region’s bylaws, CS/HB 7023 enacted by the 2012 Florida Legislature and as provided in the WIOA.

B. Each Board of County Commissioners shall have the authority to remove an appointed Board Member for cause. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or CareerSource Capital Region standard of conduct to include ethical violation; and/or any conduct the COUNTIES determine to be detrimental to CareerSource Capital Region and/or the County or to the purposes and objectives of the workforce development system. Also removal for violation of the CSCR Board bylaws and policies. Removal of the Chair and/or Officer of the CareerSource Capital Region Board of Directors requires approval by all COUNTIES.

The number of members of the Local Workforce Area (LWA) Board shall be determined by the CareerSource Capital Region in consultation with the Chief Local Elected Official(s), but must remain compliant with the WIOA and the State of Florida legislation.

Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the CareerSource Capital Region Board members shall be three (3) years with a maximum of nine (9) years consecutive service.

A majority of the CareerSource Capital Region Board shall be representative of the private sector, who shall be owners of businesses, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chairperson of the CareerSource Capital Region shall be a representative of the private sector and shall be selected by the membership of the CareerSource Capital Region Board annually with a two year term limit.

The private sector representatives on the CareerSource Capital Region Board shall number twelve (12) and shall be selected in the following manner:
Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIOA and State of Florida.

Such nominations for the CareerSource Capital Region Board shall be representative of the business community described above in optimal business leadership positions such as CEO's, President's, Owners, and senior business leaders.

In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:
Leon County Commission, seven (7);
Gadsden County Commission, three (3); and
Wakulla County Commission, two (2).
Depending on the Board make up, these numbers may need to change. The percentage of business positions is based on population percentages of the participating counties in Region 5.

The remaining board memberships shall be filled as specified in the State of Florida and the Workforce Innovation and Opportunity Act. These Members are not nominated by the three (3) respective County Commissions or their designee but prescribed by WIOA;
The Mandatory Partners:
Higher Education (1);
A minimum of 20% with labor designation
Adult Literacy (1)
Government and Economic Development (1)
Economic and Community Development (1)
State Wagner Peyser (1)
Vocational Rehabilitation (1)

The May's in the Law are:
Community Organization (1)
Youth Organization (1)
Local Educational Agencies (1)
Transportation, Housing, Public Assistance (1)
Philanthropic Organizations (1)
Other Individuals- Local Elected Officials Discretion.
NOTE: Because business must be at least 51% of the Board, additional positions in the “may” section require adding multiple business people to the board. The intent of the WIOA law is to keep the board number low (minimum of 19) and have strategic and effective community business leaders.

B. Maintain communication with CareerSource Capital Region necessary to carry out the objectives of this agreement.

C. Appoint and reappoint members to the CONSORTIUM as defined in Section 3.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CareerSource Capital Region’s approved plans, and as defined in the WIOA.
E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA.

F. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met.

G. Ensure, through CareerSource Capital Region Board meetings and CareerSource Capital Region staff presentations, as well as approval of CareerSource Capital Region policies, reports and other agreements, that CareerSource Capital Region has and maintains adequate administration, controls and management for funds and programs handled by CareerSource Capital Region including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

6. Financial Responsibility for the Program:

As provided in the WIOA, the Board of County Commissioners of the respective counties, as the Chief Elected Officials (CEOs), are not relieved of the liability for the misuse of grant funds by the designation of CareerSource Capital Region as sub-grantee and fiscal agent as provided herein, as authorized by WIOA, and CareerSource Capital Region agrees to the following, in order to provide assurances to and protection for the Chief Elected Officials as to sound fiscal management of the Program in compliance with the Acts:

A. Indemnification. Unless determined to be contrary to applicable law, CareerSource Capital Region shall indemnify, pay the cost of defense, including attorneys’ fees, and hold harmless the respective Boards of County Commissioners, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of CareerSource Capital Region, its agents or employees; or by, or on account of, any claim or amounts recovered under the “Workers’ Compensation Law” or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the respective Board of County Commissioners.

B. Disallowed Cost Liability. In the event CareerSource Capital Region is found responsible for any disallowed costs, through whatever means, CareerSource Capital Region and the COUNTIES will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CareerSource Capital Region will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds as allowed by the Acts. If CareerSource Capital Region’s insurance, bonds, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

C. Additional Financial Assurances. During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the respective Boards of County Commissions reasonably determines that additional financial or performance assurances are necessary to protect the interests of the respective Boards of County Commissions, as the Chief Elected Officials, after written notice to CareerSource Capital Region, the COUNTIES may: (i) require CareerSource Capital Region to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retention of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the respective Boards of County Commissions reasonably deems necessary.
necessary; or (iv) post such security, as the respective Boards of County Commissions reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

7. Term and Termination:

A. **Term.** The term of this Agreement shall commence on the Effective Date or the filing of this interlocal Agreement as provided in paragraph 13 herein, whichever occurs last, and continues through June 30, 2020, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one year terms commencing on July 1 and ending in June 30, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. **Termination for Convenience.** Either Party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.

C. **Termination on Default.**

1. Each of the following shall constitute an Event of Default:

   (a) The failure or refusal by any of the 4 parties to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until a non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting parties within thirty (30) days from the date of such notice;

   (b) The written admission by CareerSource Capital Region that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CareerSource Capital Region to the appointment by a court of a receiver or trustee or the making by CareerSource Capital Region of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor’s property or business, or the dissolution or revocation of CareerSource Capital Region’s corporate charter.

2. Upon the occurrence of an Event of Default, the non-defaulting party (ies) shall have the right to immediately terminate this Agreement upon written notice to the party (ies) in default.

D. **Termination of Funding.** In the event that sufficient budgeted state formula funds are not available for a new fiscal period, the respective Boards of County Commissions shall notify CareerSource Capital Region of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the respective Boards of County Commissions.

8. **Notice:**

   Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

   For CareerSource Capital Region: Chairperson
   For GADSDEN COUNTY: Chairperson
   For LEON COUNTY: Chairperson
   For WAKULLA COUNTY: Chairperson

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.
9. **Modification:**

This Agreement may be modified by the mutual consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

10. **Resolution of Disagreements:**

A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Gadsden County Board of Commissioners, the Leon County Board of Commissioners, and the Wakulla County Board of Commissioners, the Chairperson of CareerSource Capital Region and each county’s Administrators shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CareerSource Capital Region and COUNTIES within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, nor will CareerSource Capital Region along with the COUNTIES share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution (“ADR”) procedure. The payment of costs incurred to address the mediation will be determined based on the area of service. (e.g., population, usage of services, etc.)

B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by Law.

11. **Severability:**

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

12. **Filing of Agreement:**

This Agreement shall be filed with each county’s Clerk of the Circuit Court.

13. **Termination of Original Interlocal:**

This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Interlocal between the parties are hereby terminated.
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

_________________________
Gadsden Consortium Member, Eric Hinson

_________________________
Date of Commission Action

LEON COUNTY

_________________________
Leon Consortium Member, Nick Maddox

_________________________
Date of Commission Action

WAKULLA COUNTY

_________________________
Ralph Thomas, Chairman

_________________________
June 1, 2015
Date of Commission Action

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

_________________________
CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

_________________________
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

_________________________
Gadsden County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

_________________________
Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

_________________________
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

_________________________
Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

_________________________
Wakulla County Clerk of the Circuit Court

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.
BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Eric Hinson

Date of Commission Action: July 7, 2015

LEON COUNTY

Leon Consortium Member, Nick Maddox

Date of Commission Action

WAKULLA COUNTY

Wakulla Consortium Member, Jerry Moore

Date of Commission Action

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

BY: ____________________________
Gadsden County Attorney
ATTEST: Gadsden County Clerk of the Circuit Court

BY: ____________________________
Leon County Clerk of the Circuit Court

BY: ____________________________
Leon County Clerk of the Circuit Court

BY: ____________________________
Wakulla County Clerk of the Circuit Court

BY: ____________________________
Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: ____________________________
Secretary, Beth Kirkland
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Eric Hinson

Date of Commission Action

LEON COUNTY

Leon Consortium Member, Nick Maddox

Date of Commission Action

WAKULLA COUNTY

Wakulla Consortium Member, Jerry Moore

Date of Commission Action

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

BY: ____________________________

Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

BY: ____________________________

Gadsden County Clerk of the Circuit Court

LEON COUNTY

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

BY: ____________________________

Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BY: ____________________________

Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: ____________________________

Secretary, Beth Kirkland
COMMUNITY PARTNER MEMORANDUM OF AGREEMENT
between BIG BEND CONTINUUM OF CARE and
CAREER SOURCE CAPITAL REGION

This Memorandum of Agreement (MOA) entered between the Big Bend Continuum of Care, hereafter referred to as BBCoC, and Career Source Capital Region, hereafter referred to as Career Source.

EFFECTIVE DATE
This MOA is effective from September 1, 2019 and remains in effect until any party to the MOA determines they no longer wish to participate in the MOA or Career Source no longer participates in the Continuum of Care.

I. PURPOSE
The purpose of this MOA is to define the responsibilities of the participating parties and to clearly outline the employment referral process these parties will implement for households experiencing homelessness being referred to the Career Source for employment services.

II. BACKGROUND INFORMATION
Provisions in HUD’s Continuum of Care (CoC) Program and Emergency Solutions Grant (ESG) Program interim rules require that all CoC’s establish a coordinated entry system. The Big Bend Continuum (CoC) have also adopted the coordinated entry system requirements for the homeless and housing assistance agencies.

Coordinated Entry Systems (CES) represent a CoC-wide process for facilitating access to all homeless designated resources, identifying and assessing the needs of persons experiencing a housing crisis, and referring clients to the most appropriate service strategy or housing intervention. The Big Bend Coordinated Entry System (BB CES) is a strategy guided by a framework that enables providers to more consistently and accurately documents, enables comparisons and analysis system-wide, and ensures limited resources are allocated to achieve the most effective results.

III. RESPONSIBILITIES
BBCoC and/or their sub-contracted agencies will:
- Initiate the referral by completing the form and referring the client to Career Source
- Utilize the Career Sources’ referral form
- Maintain client confidentiality
- Provide resources for homeless households to aid in housing stability and increase self-sufficiency
- Develop a case plan to help households transition out of homelessness
- Maintain a case record documenting the status of the case and select the applicable service points in HMIS
- Maintain a current list of area service providers making referrals
- Implement and maintain MOA’s with area service providers making referrals through Coordinated Entry services

Career Source will:
- Establish a process for completing and submitting documentation
- Provide services within a reasonable timeframe
• Maintain client confidentiality
• Provide resource and referral services to families
• Maintain records documenting the status of cases being referred for services

IV. CONFIDENTIALITY
All parties agree that they shall be bound by and shall abide by all applicable Federal or state statutes and/or regulations, or local CoC rules and requirements pertaining to confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this agreement for any purpose connected with the parties’ contract responsibilities, except with the written consent of such recipient, recipient’s attorney, or recipient’s parent or guardian.

IV. EQUAL OPPORTUNITY
The Big Bend CoC and Career Source mutually agree to be bound by and abide by all applicable anti-discrimination statues, regulations, policies, and procedures as may be applicable under any Federal or State contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted by the agency.

VI. TERMS OF AGREEMENT
This MOA shall be effective upon adoption by each signatory agency and entity. Annually, this MOU will be reviewed and updated to incorporate changes and clarification of roles and responsibilities. Any part must provide written notice of change ninety (90) days before the annual termination date or it will be automatically renewed. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Any party may terminate this MOA for any reason or no reason by giving the other party ninety (90) days prior notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure the cause for termination.

Severability. If any provision of this Agreement is judged invalid by any court, the remaining provisions shall remain in full force and effect and be interpreted, performed and enforced as if the provisions were not part of this Agreement.

Community Partner Agency: (Career Source Capital Region)

Jim McShane, Chief Executive Officer
9/20/19
Date

Amanda Wander, Executive Director
Big Bend Continuum of Care
9/20/19
Date
ARTICLE I - NAME

This Corporation shall be known as the BIG BEND JOBS AND EDUCATION COUNCIL, INC., a not-for-profit FLORIDA corporation d/b/a CareerSource Capital Region (CSCR).

ARTICLE II - DEFINITIONS

A. BOARD OF DIRECTORS - Refers to the Board of Directors of CSCR.

B. LOCAL WORKFORCE Development Board (LWDB) - Refers to the three Florida counties comprising the geographic area served by the partnership - Gadsden, Leon, and Wakulla; also referred to as “LWDB 5”.

C. MEMBER - Refers to an individual member of the BOARD OF DIRECTORS.

D. CONSORTIUM - Refers to the group of assigned individuals appointed by the respective County Commissions covered by the Workforce Innovation and Opportunity Act as the Chief Local Elected Officials (CLEO).

ARTICLE III - PURPOSE

CSCR is constituted in accordance with the requirements of Section 107 of the Workforce Innovation and Opportunity Act (WIOA) – Public Law 113-128 and Florida's Workforce Innovation Act – Chapter 445, Florida Statutes. The purpose of CSCR is to provide for enhanced coordination, cooperation, collaboration, and outcomes, by and between the several entities, both public and private. The Partners are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially throughout their lifetime. As the business community (employers) is the primary customer of the workforce system, CSCR also focuses on providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or global markets.

A. In order to provide such enhanced coordination, cooperation, collaboration, and outcomes, CSCR, either directly or through contracted service provider(s), may provide for the delivery of such services as may be required in order to assist them in providing market driven services to employers, workers and job seekers in the Local Workforce Area (LWA).

B. The duties and functions of CSCR include:
   1. Developing the LWA’s comprehensive four-year (strategic and operating) plan;
   2. Establishing and evaluating performance standards and measures for programs administered in the LWA;
   3. Contracting with public and private entities as necessary to carry out the programs;
   4. Identifying occupations for which there is a demand in the LWA and selecting training institutions that may provide training, in accordance with procurement guidelines and procedures;
5. Selecting a One-Stop Operator through a competitive process;
6. Developing an annual budget for review and approval by the CONSORTIUM and submitted to CareerSource Florida, Inc.;
7. Soliciting the input and participation of the local business community in the provision of services for the residents of the LWA;
8. Providing policy guidance and procedures for programs established by CSCR;
9. Reporting to appropriate state agencies and providing an annual report;
10. Selecting sub-recipients, in accordance with procurement guidelines and procedures;
11. Prioritizing of certain support services;
12. Providing oversight and monitoring activities; and
13. Hiring/Firing the Chief Executive Officer to support the Board directives.

C. CSCR is organized exclusively for charitable, educational, religious or scientific purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

ARTICLE IV – RESPONSIBILITIES OF CSCR

The authorities and responsibilities of the BOARD OF DIRECTORS shall include all duties and functions of CSCR and all authorities and responsibilities delegated to it by applicable Federal, State, and Local laws and mandates.

4.1 SUB-GRANT RECIPIENT AND ADMINISTRATIVE ENTITY/FISCAL AGENT -

In accordance with the Interlocal Agreement between the Gadsden, Leon and Wakulla Boards of County Commissioners, the BOARD OF DIRECTORS shall act as the sub-grantee recipient and shall also be the administrative entity/fiscal agent for the service delivery area defined as LWA 5 and for the sub-state area consisting of Gadsden, Leon and Wakulla counties in the LWA pursuant to all applicable Federal, State, and local laws, rules, and regulations. The BOARD OF DIRECTORS thereby assumes all fiscal and administrative liability for program operations in said service delivery area. Ultimate fiscal responsibility lies with the CLEO’s per the WIOA law.

4.2 RESTRICTED ACTIVITIES -

No substantial part of the activities of CSCR shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and CSCR shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

4.3 501(c)3 LIMITATIONS -

Notwithstanding any other provision of these articles, CSCR shall not conduct any other activities
BYLAWS of the
BIG BEND JOBS AND EDUCATION COUNCIL, INC.

not permitted to be conducted (a) by a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code (or corresponding section of any future federal tax code).

ARTICLE V – MEMBERSHIP OF THE BOARD OF DIRECTORS

The BOARD OF DIRECTORS membership shall number twenty-three (23) voting members – 12 representatives of local business and eleven (11) mandatory/optional representatives as required by WIOA and further explained in sections 5.1 and 5.2 of this Article.

A. Terms of the MEMBERS shall be three (3) years.

B. A majority of the BOARD OF DIRECTORS shall be representatives of businesses in the local area, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private-sector executives who have substantial management or policy responsibility.

C. MEMBERS representing business can serve up to three rotations (for a total of up to nine (9) years) and then must sit off of the board for a minimum of one (1) year.

D. MEMBERS shall be appointed, by the designated authorities, for fixed terms and may serve until their successors are appointed.

E. Any vacancy in the membership of the BOARD OF DIRECTORS shall be filled in the same manner as the original appointment and for the remainder of the term of the person being replaced. The Nominating Committee will be tasked with recruitment of replacement MEMBERS who support the strategic objectives of the BOARD OF DIRECTORS.

F. Any MEMBER of the BOARD OF DIRECTORS can be removed by the appointing entity. The Governor of Florida can remove a BOARD MEMBER or the CEO for cause.

G. The Chair of the BOARD OF DIRECTORS shall be a representative of the local business community and shall be selected by the membership of the BOARD OF DIRECTORS.

5.1 REPRESENTATIVES OF LOCAL BUSINESSES -

The representatives of local businesses on the BOARD OF DIRECTORS shall number twelve (12) and shall be selected in the following manner:

A. Nominations for the business community seats shall be submitted by the Nominating Committee to the respective local business organizations such as the local chambers of commerce. The local business organization will issue a letter of recommendation to the respective Board of County Commissioners (BOCC). From there, the BOCC will vote to appoint or reject the MEMBER to the BOARD OF DIRECTORS.

B. In addition, the number of business community seats appointed by the respective Boards of County Commissioners shall be apportioned as follows:
   1. Leon County Commission, seven (7);
   2. Gadsden County Commission, three (3); and
3. Wakulla County Commission, two (2).

5.2 MANDATORY AND OPTIONAL REPRESENTATIVES -

Eleven (11) of the remaining board seats are not nominated by the three (3) respective Boards of County Commissioners, but are appointed as specified in WIOA law:

- A. One (1) adult education and literacy representative;
- B. One (1) institution of higher education (including community colleges) representative;
- C. Two (2) economic and community development representatives nominated by the economic development agencies in either Gadsden, Leon, or Wakulla counties;
- D. Two (2) organized labor representatives (or other representative(s) of the workforce within the local area, if unavailable);
- E. One (1) community-based organization serving veterans representative;
- F. Two (2) governmental agencies representing Vocational Rehabilitation and Public Assistance representatives;
- G. One (1) philanthropic organization representative; and
- H. One (1) non-state funded Higher Education Institution representative (State Statute).

5.3 QUALIFICATIONS -

MEMBERS of the BOARD OF DIRECTORS shall be citizens of the United States of America, residents of the State of Florida, duly appointed and shall at all times comply with criteria established by the State of Florida. Additionally, MEMBERS should be senior-level managers as preferred by WIOA.

5.4 FINANCIAL DISCLOSURE -

Each member is required to file a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, shall file a statement of financial interests pursuant to s. 1 12.3145. Per the 2012 Florida Workforce Board Accountability Act (hereinafter referred to as “Florida’s Workforce Accountability Act”), each member of the BOARD OF DIRECTORS is required to file an annual Financial Disclosure Form 1.

5.5 BOARD COMPENSATION -

No compensation except travel reimbursement shall be paid to the BOARD OF DIRECTORS for the services performed by them for CSCR in any capacity. Additionally, no part of the net earnings of CSCR shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that CSCR shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 (c) (3) purposes.

5.6 RESIGNATION OF MEMBERS REPRESENTING BUSINESS –

Any MEMBER may resign upon written notification to the Chair of the BOARD OF DIRECTORS and to their appointing government entity.
5.7 VACANCIES –

Vacancies during term of appointment occurring among the MEMBERS of the BOARD OF DIRECTORS shall be filled within a reasonable time frame of the vacancy's occurrence. The Nominating Committee will be tasked with recruiting replacement board members that support the strategic objectives of CSCR and its BOARD OF DIRECTORS. The current composition of the BOARD OF DIRECTORS in terms of diversity as well as county and industry-sector representation, should be considered when recruiting new board members.

ARTICLE VI – POWER TO EMPLOY CHIEF EXECUTIVE OFFICER (CEO)

The BOARD OF DIRECTORS shall have the power to employ a Chief Executive Officer who shall be responsible for the operational and administrative functions of CSCR. The Chief Executive Officer shall report to the BOARD OF DIRECTORS and shall be responsible for employment of such other staff as required to carry out the duties assigned to the BOARD OF DIRECTORS. The Chief Executive Officer is required to file a statement of financial interests pursuant to s. 112.3145.

6.1 CEO REMOVAL –

The Governor may remove the Chief Executive Officer of CSCR, for cause. As used in the paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.

ARTICLE VII – DUTIES OF THE BOARD

The BOARD OF DIRECTORS shall transact all business of CSCR. It shall determine the policies and, in general, assume responsibility for the guidance of the affairs of CSCR.

7.1 BUSINESS DEALINGS WITH SPOUSE/CHILDREN AND CONTRACTING WITH RELATIVES -

A. CSCR shall not, either directly or indirectly purchase, rent, or lease any realty, goods or services from any business entity of which any MEMBER, the MEMBER's spouse or child is an officer, partner, director, or proprietor or in which they have any material interest.

B. There is hereby declared to be an exemption from Section "A" hereof, in accordance with Section 112.313(12) Florida Statutes, 1995, if:

1. The business with the MEMBER is transacted under a rotational system whereby the business transactions are rotated among all qualified suppliers of the goods and services within the LWA 5 service delivery area;

2. The business is awarded under a system of sealed competitive bidding to the bidder that is most responsive to the needs outlined in the request;

3. The member, the MEMBER 's spouse or child, has in no way participated in the determination of the bid specifications or the determination of the bidder;
4. The MEMBER, the MEMBER's spouse or child, has in no way used or attempted to use their influence to persuade CSCR or any personnel thereof to enter into such a contract other than by the mere submission of the bid; and

5. CSCR enters into a contract with an organization or an individual represented on the BOARD OF DIRECTORS, the contract must be approved by a 2/3 vote of the entire BOARD OF DIRECTORS, with the benefiting MEMBER abstaining from the vote. All conflicts of interest must be disclosed before the vote. Such contracts, as well as documentation demonstrating adherence to this section as specified by CareerSource Florida Inc., must be submitted to the Department of Economic Opportunity (DEO) for review and recommendation according to criteria to be determined by CareerSource Florida Inc.

6. A contract under $25,000 between CSCR and a MEMBER of the BOARD OF DIRECTORS or between a relative, as defined in s. 12.3143(1)(b), of a MEMBER or of an employee of the BOARD OF DIRECTORS is not required to have the prior approval of CareerSource Florida Inc., but must be approved by a two-thirds vote of the BOARD OF DIRECTORS, a quorum having been established, and must be reported to DEO and CareerSource Florida Inc., within thirty (30) days of approval.

7. If a contract cannot be approved by CareerSource Florida Inc., a review of the decision to disapprove the contract may be requested by CSCR or other parties to the disapproved contract.

8. Any other exemption created under Section 112.313(12) Florida Statutes or any other applicable Florida or United States statutes applies.

**ARTICLE VIII – OFFICERS**

The membership of the BOARD OF DIRECTORS shall elect a Chair, Vice Chair, Secretary and Treasurer by majority vote of a quorum. The past Chair will serve as ex-officio on the Executive Committee.

A. The Chair and majority of other officers shall be representatives of the local business community and their term of office shall commence July 1 following the election. Note: MEMBERS who are appointed to mandatory and optional seats may serve in all officer positions except Chair.

B. The term of office for the elected officers shall be two (2) years.

C. The membership of the BOARD OF DIRECTORS shall have the power to appoint such other officers, as it deems necessary for the transaction of the business of CSCR.

D. The BOARD OF DIRECTORS shall have the power to fill any vacancy in any office for any reason whatsoever, by election, and by majority vote of a quorum.

**8.1 DUTIES OF CHAIR –**

The Chair of the BOARD OF DIRECTORS shall:
1. Preside at all meetings of the BOARD OF DIRECTORS;
2. Serve as the chair of the Executive Committee;
3. Appoint MEMBERS to serve on the Audit Committee;
4. Be a member ex-officio of all standing committees with the exception of the Executive Committee;
5. Serve on the Florida Workforce Development Association’s (FWDA) Chairs Alliance/Association representing LWA 5; and
6. Perform all other duties usually pertaining to the office of Chair.

8.2 DUTIES OF VICE CHAIR –

The Vice Chair shall:
1. Preside at all meetings of the BOARD OF DIRECTORS in absence of its Chair;
2. Be a member of the Executive Committee;
3. Consider succeeding to the Chair position at the conclusion of the two-year term;
4. Serve as back-up to the Chair for the FWDA Chairs Alliance/Association, when needed; and
5. Perform all other duties usually pertaining to the office of Vice Chair.

8.3 DUTIES OF THE TREASURER –

The Treasurer shall:
1. Be a member of the Executive Committee;
2. Confer with CSCR’s Chief Financial Officer regarding financial reports;
3. Serve as Chair of the Finance Committee;
4. Oversee the budget process annually;
5. Serve as signatory for all CSCR checks over the amount of $2,500;
6. Ensure that CSCR’s accounts and records are audited annually and that a copy thereof be furnished to each MEMBER to review;
7. Consider succeeding to the Vice-Chair position at the conclusion of the two-year term; and
8. Perform all other duties usually pertaining to the office of Treasurer.

8.4 DUTIES OF SECRETARY –

The Secretary shall:
1. Be a member of the Executive Committee;
2. Confer and sign off with CSCR’s Administrative Assistant on all minutes passed by the
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BOARD OF DIRECTORS;

3. Create a report of the accomplishments of CSCR over the prior year for presentation at the Annual Meeting and inclusion in the CSCR annual report;

4. Consider succeeding to the Treasurer position at the conclusion of the two-year term; and

5. Perform all other duties usually pertaining to the office of Secretary.

ARTICLE IX – COMMITTEES

Certain standing committees shall be appointed to assist CSCR and its BOARD OF DIRECTORS in its conduct of business. The Chair of the BOARD OF DIRECTORS will select a Chair for each committee. All standing committee Chairs must be a MEMBER of the BOARD of DIRECTORS. All standing and special Committee will be comprised of both board and community members who possess relevant experience and expertise in the subject area of the respective committee (Except the Executive Committee). All committees shall contain no less than three (3) and no more than ten (10) members. All items approved within the standing committees shall be followed by actions taken by the Executive Committee and then the full BOARD OF DIRECTORS.

9.1 STANDING COMMITTEES -

The standing committees shall include: Executive Committee, Strategic Policy and Planning Committee, Finance Committee, Governance Committee, Audit Committee, and Nominating Committee.

A. Executive Committee

The Executive Committee shall serve as both the personnel committee for the Chief Executive Officer and the operational monitoring committee. The Executive Committee shall be composed of the elected officers of the BOARD OF DIRECTORS as well as the Chairs of the standing committees. Chairs of special committees shall serve as non-voting members of the Executive Committee. Due diligence should be exercised to ensure there is representation from each of the three counties served in the LWA on the committees.

The Executive Committee shall have and exercise the authority of the BOARD OF DIRECTORS between quarterly meetings of the BOARD OF DIRECTORS. The Chair of the BOARD OF DIRECTORS serves as Chair of the Executive Committee.

B. Strategic Policy and Planning Committee

The Strategic Policy and Planning Committee is formed to make recommendations to the BOARD OF DIRECTORS on specific policies, strategies, programs and activities affecting workforce development delivery of services. The members shall:

1. Make recommendations on policies and procedures for workforce services and programs;

2. Develop and submit occupations in demand, to be placed on the Regional Targeted Occupations List (RTOL) for the LWA;
3. Participate in sector-driven strategies regionally and develop a feedback process on current talent demands and gaps in training;

4. Develop the criteria for training provider applications and select training providers using the established criteria;

5. Develop programs and policies to promote adult workers in career advancement;

6. Make recommendations on implementing programs and expending funds for services to reduce recidivism (including that of ex-offenders) and contribute to employer and employee retention;

7. Provide oversight for all programs affecting adults in the LWA including persons with barriers to employment;

8. Develop criteria for the Request for Proposals (RFPs) for workforce services (including the One-Stop Operator); and

9. Rate bids and proposals that are in response to RFPs.

Additionally, the Strategic Policy and Planning Committee will solicit the input of the regional economic development professionals and also provide a forum for the economic development organizations to report out on business recruitment, retention and expansion efforts over the previous quarter.

C. Governance Committee

As further prescribed in the Governance Committee Charter, the Committee shall serve a variety of roles for the BOARD OF DIRECTORS. The members shall:

1. Develop and monitor performance against the organization’s mission, vision and strategic plan;

2. Provide guidance to the BOARD OF DIRECTORS on policies and procedures, leadership and composition, CSCR board guidelines, and conflicts of interest;

3. Assist in new MEMBER orientation programs;

4. Evaluate the effectiveness and accountability of the BOARD OF DIRECTORS through a self-evaluation survey administered every other year;

5. Administer and share the results of the self-evaluation with the BOARD OF DIRECTORS;

6. Review the overall governance structure of the organization; and

7. Review attendance of the BOARD MEMBERS on committees and Board meetings for compliance with the expectation on participation, on a quarterly basis.

D. Finance Committee

The Chair of the Finance Committee is the Treasurer. The Finance Committee shall:

1. Review and approve the budget for all programs;
2. Develop criteria for Request for Proposals (RFPs) for services, except for the One-Stop Operator;

3. Rate bids and proposals that are in response to RFP submissions;

4. Have oversight responsibility of all financial activities of CSCR;

5. Submit a report at all regularly scheduled quarterly board meetings and special reports as requested by the BOARD OF DIRECTORS; and

6. Provide the Board with the IRS 990 copy as required by law.

E. Audit Committee

The Chair of the BOARD OF DIRECTORS shall appoint an Audit Committee which will be composed of three (3) MEMBERS who currently do not serve on the Finance Committee. The committee members shall:

1. Review proposals related to procuring auditing services,

2. Review of the audit report and presentation to the Executive Committee; and

3. Review and recommend approval of audit report, and management recommendations, and approval of the IRS 990 submission.

F. Nominating Committee

The Nominating Committee shall be appointed by the Executive Committee. The Nominating Committee shall consist of no less than three (3) and no more than ten (10) members of the BOARD OF DIRECTORS.

1. No person shall be nominated unless they have indicated a willingness to serve prior to nomination;

2. Recommendations for Nominations of officers must be submitted in writing to any member of the Nominating Committee by a MEMBER in the quarter prior to a change in officer positions are scheduled (every two years);

3. The Chair of the Nominating Committee shall be the immediate past chair of the BOARD OF DIRECTORS;

4. The Nominating Committee shall present a slate of officers to the BOARD OF DIRECTORS at the Spring Board Meeting for a vote; and

5. The Nominating Committee will recruit replacement MEMBERS whenever vacancies occur.

to:

1. Share pertinent information on services and referrals;

2. Address system concerns and identified problems;

3. Coordinate community responses to challenging concerns; and

4. Improve communication, establish referral processes and address each organizations’
9.2 SPECIAL COMMITTEES OR COUNCILS –

Other special committees or councils may be appointed or eliminated as needed. The Chair of the BOARD OF DIRECTORS will select a Chair for each special committee or council.

ARTICLE X - REMOVAL

10.1 GOVERNOR’S AUTHORITY –

The Governor may remove a MEMBER for cause. As used in this paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.

10.1 REMOVAL OF MEMBERS FOR ABSENTEEISM –

Any member of the BOARD OF DIRECTORS may be removed automatically after three unexcused or unexplained absences. The effected MEMBER may, in writing, make a request for an appeal for reinstatement to the BOARD OF DIRECTORS. The appeal would go to the Executive Committee for review and if a recommendation to reinstate is determined by the Executive Committee, it would go in front of the full BOARD OF DIRECTORS for a vote.

10.2 REMOVAL OF OFFICERS -

Any officer of the BOARD OF DIRECTORS may be removed either with or without cause, at any time, by a majority vote of the MEMBERS at any regular quarterly Board meeting, or at any special meeting of the BOARD OF DIRECTORS called for such purpose.

ARTICLE XII – BOARD MEETINGS

12.1 REGULAR MEETINGS -

Regular meetings shall be held no less than quarterly or more often as needed.

12.2 SPECIAL MEETINGS -

Special meetings of the BOARD OF DIRECTORS may be held at the call of the Chair or by written request of one-third of the MEMBERS.

12.3 NOTICE -

Reasonable notice in writing of each meeting, whether regular or special, shall be provided to each MEMBER at his/her usual place of business or residence. The BOARD OF DIRECTORS meetings shall be publicly announced in accordance with Florida’s Government-in-the-Sunshine Act.
12.4 ORDER OF BUSINESS -

Business shall be conducted in accordance with Roberts Rules of Order as newly revised.

12.5 CONSENT AGENDA -

CSCR relies on its committee structure to address pressing issues, meet compliance and oversight requirements, and carry out the mission of the BOARD OF DIRECTORS. As such, items that are vetted and passed in the committees are presented to the Executive Committee for review and either rejection, modification or approval. This process ensures that the BOARD OF DIRECTORS are fully engaged in determining its functional requirements, and that the committees perform work in support of the BOARD OF DIRECTORS. Therefore, all items that have been first fully vetted through a committee and then the Executive Committee are packaged in the Consent Agenda for the BOARD OF DIRECTORS. MEMBERS are free to pull out an item for further discussion at the time the Consent Agenda is up for a vote. The goal of the Consent Agenda is to build trust in the committee process of peers, and allow for adequate time for the BOARD OF DIRECTORS to discuss regional workforce issues during the quarterly board meetings.

12.6 QUORUM –

A quorum for all regular meetings of the BOARD OF DIRECTORS shall exist when a majority of the actual MEMBERS are present. MEMBERS are expected to attend each BOARD OF DIRECTORS meeting in person. Additionally, the BOARD OF DIRECTORS and its committees may use any method of telecommunications to conduct meetings, provided that the public is given proper notice of the meeting and is given reasonable access to observe and, when appropriate, participate. If a MEMBER is unable to attend a BOARD OF DIRECTORS meeting in person, arrangements may be made under special circumstances for that MEMBER to attend the meeting remotely. MEMBERS attending BOARD OF DIRECTORS meetings both in person and remotely will be counted to establish a quorum.

A quorum for all legally called special and committee meetings shall exist when at least 33 1/3% of the BOARD OF DIRECTORS be present, but if at any meetings there shall be less than a quorum, a majority of those present may vote to continue the meeting. Following that meeting, minutes and recommended action items will be provided to all members and a written vote will be accepted. Such items will not be considered approved until a majority of votes have been recorded.

12.7 VOTING -

Every MEMBER of the BOARD OF DIRECTORS shall have the right to be entitled to one vote upon every issue properly submitted to vote at a meeting of the COUNCIL, except if there is a conflict of interest. Voting may be accomplished in person, or via remote communication if such vote by remote communication is accomplished substantially concurrent with the proceedings and recorded in the official meeting record. Due to the Sunshine Law in Florida, proxies are not permitted to vote but may participate in discussion.
12.8 CONFLICT OF INTEREST -

A. Any MEMBER who significantly participates in the development of contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.

B. Any MEMBER who significantly participates in a board discussion or decision relating to specific terms of a contract, the determination of specific standards for performance or a contract, the development of Invitations for Bid (IFB) or Requests for Proposals (RFP) or other such bid processes leading to a contract, or any similar discussions or decisions is prohibited from receiving any direct financial benefit from any resulting contract. In addition, no corporation, partnership, firm, association, or other entity shall receive the contract if it would create a conflict of interest for CSCR who significantly participated in the manner described above.

C. The prohibition regarding the conflict of interest shall also apply to contracts entered into or responses to RFPs accepted from immediate family members of any interested party or a corporation or business in which the immediate family member may occupy a management position or own shares of some portion of the company or business of subsidiary or related business.

D. Any MEMBER with a potential or actual conflict of interest must disclose that fact to the Secretary of the BOARD OF DIRECTORS as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting involving the matter at issue is prepared. If it should be determined during a meeting that a conflict of interest exists, the MEMBER must verbally declare such conflict of interest, such declaration must be clearly noted in the minutes, and such MEMBER must excuse him/herself from the remainder of the discussion and the voting.

E. Each MEMBER is responsible for determining whether any potential or actual conflict of interest exists or arise during his/her service on the board.

F. The BOARD OF DIRECTORS is responsible for reporting such potential or actual conflict of interest as soon as it is discovered that such a condition exists. The MEMBER must submit a letter to the Secretary of the BOARD OF DIRECTORS declaring the conflict or the potential thereof.

G. When a contract or purchase is made by CSCR involving its own MEMBER or an entity with which the MEMBER is associated, the BOARD OF DIRECTORS must establish and document to the reasonable satisfaction of CareerSource Florida, Inc. that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable to CSCR.

H. CSCR shall adopt a policy that serves to minimize the appearance of conflicts of interest.

I. The One-Stop provider will not serve on the BOARD OF DIRECTORS or any committees that deal with oversight of the One-Stop system or allocation of resources that would potentially be allocated to that MEMBER’s program(s).
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J. This restriction shall not apply to representatives of the business community or representatives who do not realize a pecuniary benefit as a result of their action or vote.

12.8 CODE OF ETHICS –

Any MEMBER, including a One-Stop provider, who significantly participates in the development of contract specifications, or the specifications of the contract process, is prohibited from bidding on, or competing for, those contracts or supervising staff who are paid from funding awarded under such contracts.

CareerSource Florida Inc. has determined that at the discretion of the BOARD OF DIRECTORS, an exemption may be made on contracts with a MEMBER receiving a grant for workforce services under federal, state or other governmental workforce programs.

12.9 BUSINESS AFFAIRS –

The BOARD OF DIRECTORS may solicit, borrow, accept, and receive funds from any public or private source. CSCR may contract with public and private entities as necessary to further the purpose of the BOARD OF DIRECTORS with public and private entities as necessary to further the purpose of CSCR.

12.10 ANNUAL REPORTS –

The Chair and Treasurer shall present their respective reports for the operation of the COUNCIL at each annual meeting of the BOARD OF DIRECTORS.

ARTICLE XIII – FISCAL YEAR

The fiscal year of the COUNCIL shall be July 1 to June 30.

ARTICLE XIV - INDEMNIFICATION

Each MEMBER and each officer of the BOARD OF DIRECTORS now and hereafter serving as such, who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil criminal, administrative or investigatory (other than by an action by, or in the right of, CSCR), by reason of the fact that he or she is or was a MEMBER, officer or agent of CSCR or is or was serving at the request of CSCR as a MEMBER, officer or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of CSCR, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct for performance of his or her duty to CSCR unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the
circumstances of the case, such person is thoroughly and reasonably entitled to indemnity for such expenses which such court shall deem proper. Indemnity shall only be provided with respect to any criminal action or proceeding, which the MEMBER or officer or other agent of CSCR has no reasonable cause to believe was unlawful.

The amount paid to any officer or MEMBER by way of indemnification shall not exceed his or her actual, reasonable and necessary expenses incurred in connection with the matter involved. Any indemnification under this Article shall be made by CSCR only as authorized in the specific case by the determination that indemnification of the MEMBER, officer or agent is proper in the circumstances because he or she has met the applicable standards of conduct. Such determination shall be made by the BOARD OF DIRECTORS by a majority vote of a quorum consisting of MEMBERS who were not parties to such action, suit or proceeding. The foregoing right of indemnification shall be in addition to but not exclusive of any other right to which such MEMBER, officer or agent of the COUNCIL may otherwise be entitled by law.

**ARTICLE XV – AMENDMENTS TO THE BYLAWS**

Any MEMBER of the BOARD OF DIRECTORS may propose amendments to the Bylaws. The BOARD OF DIRECTORS, by a two-thirds vote of those present at a meeting having a quorum, may amend, replace or repeal the Bylaws.

**ARTICLE XVI – DISSOLUTION OR LIQUIDATION**

Upon the dissolution of the corporation, the officers shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of the remaining assets of the COUNCIL by returning them to the US Department of Labor (DOL), the state designee, or, if DOL and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purposes which at the time qualify as a 501(c) 3 non-profit organization under the Internal Revenue Code.
Memorandum of Agreement
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Corporation for Community and Economic Development United, Inc.

Parties: This Memorandum of Agreement is entered into between CareerSource Capital Region (CSCR) and the Corporation for Community and Economic Development United, Inc. (CCEDU).

Term of Agreement: The agreement is effective for the period of March 1, 2019 to March 31, 2020 and is renewable for subsequent one-year terms if required.

Roles and Responsibilities: Under this collaborative arrangement, the following roles and responsibilities will be followed.

Corporation for Community and Economic Development United, Inc. agrees to:
1. Facilitate training to provide information on careers in the retail/hospitality industry, OSHA certification and the OSHA Project on Health and Safety in the Hospitality and Restaurant industry. Training consists of a 30 minute block within the Dynamic Futures Program based upon an agreed upon schedule.
2. Provide marketing collateral on the OSHA Project on Health and Safety in the Hospitality and Restaurant industry.
3. Share marketing collateral on the solutions provided by CareerSource Capital Region.
4. Refer individuals who have the potential to benefit from CareerSource services.

CareerSource Capital Region agrees to:
1. Refer youth interested in the OSHA Project on Health and Safety in the Hospitality and Restaurant industry.
2. Share marketing collateral on the OSHA Project on Health and Safety in the Hospitality and Restaurant industry with community partners.
3. Provide marketing collateral about CSCR programs and solutions.
4. Share business intel and labor market information for the retail/hospitality industry.
5. Participate in associated committees/councils to provide feedback.
6. Provide a 30 minute block of time to present information on careers in the retail/hospitality industry, OSHA certification as well as the OSHA Project on Health and Safety in the Hospitality and Restaurant Industry to youth in the Dynamic Futures program.

Authorizing Signatures:

Jim McShane, MPA 6/7/19
Chief Executive Officer
CareerSource Capital Region

Patricia McGill 6/7/2019
Chief Executive Officer
Corporation for Community and Economic Development United, Inc.
Memorandum of Understanding Between
Cornerstone Solutions, Inc. - Job Corps Services
and
CareerSource Capital Region

The following Memorandum of Understanding (MOU) is a non-financial agreement between Cornerstone Solutions, Inc. – Job Corps Services of Outreach and Admissions and Placement Services (henceforth referred to as Cornerstone) and CareerSource Capital Region (henceforth referred to as CareerSource).

Background:
Job Corps is a federally-funded career technical training program that provides students with career readiness; career training; employability skills training; counseling; case management; academics; room and board while in training; and transportation related to fulfilling education goals. Cornerstone is a contracted-provider of specific services for the US Department of Labor, Office of Job Corps, which includes providing prospective applicants/students with intake processing into the Job Corps program and general career guidance.

CareerSource is an employment and training organization that provides employment and training services to youth and adults in the Gadsden, Leon and Wakulla counties.

Purpose:
This MOU articulates the resources and services provided by Cornerstone and CareerSource that may assist applicants/students/clients with access to the resources and services of either organization.

Cornerstone Solutions Inc. agrees to:

- Refer youth who have the potential to benefit from CareerSource services.
- Assist in contacting youth referred and enrolled in programs sponsored by CareerSource who need to be re-engaged.
- Provide CareerSource with employment or training information on youth enrolled in CareerSource’s programs through this MOU.
- Include CareerSource in outreach efforts to target youth in the Capital Region.
- Attend CareerSource Capital Region’s Career Center Partners Council meetings based on a pre-defined schedule.

CareerSource agrees to:

- Provide referrals of applicants who could benefit from the Job Corps training program.
- Provide Job Corps information to potential applicants visiting CareerSource Centers.
- Provide employability skills training as determined by funding availability.
- Accept referrals from Job Corps that are better aligned with CareerSource services.
Disclaimers:

This MOU does not allow staff of either Organization access to confidential applicant/student/client information. This MOU is non-financial in nature, and binds no party or partner to financial obligations to the other. Partner Organizations assure compliance with all pertinent Local, State, Federal Laws and Statutes and Regulations.

Amending/Termination:

The MOU may be amended at any time in writing and by mutual consent of the Organizations. Each Organization may cancel its participation in the MOU upon 30 calendar days by written notice to the other Organization.

Approved:

The undersigned Organizations bind themselves to the faithful performance of this Nonfinancial MOU. It is mutually understood that this agreement shall not become effective until executed by all parties involved.

Cornerstone Solutions, Inc.-Job Corps Services

By [Signature]
Ron Jones, President/CEO
Cornerstone Solutions Inc.

CareerSource Capital Region

By [Signature]
Jim McShane, CEO
Career Source Capital Region

Date 5/31/2017

Date 5/23/17
MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department"), and the Big Bend Jobs & Education Council, Inc. d/b/a Careersource Capital Region ("Participating Entity"), located in Leon County, Florida, which are the parties hereto.

WITNESSETH

WHEREAS, the Department and the Participating Entity recognize that for many years community-based organizations have provided program services to inmates in the custody of the Department. The services provided by these groups are a valuable supplement to existing programs provided by the Department. The Department encourages such public/private partnerships as a means to expand training opportunities to a greater number of inmates and to assist with their successful post-release transition.

WHEREAS, the Department and the Participating Entity agree to establish the general conditions and joint processes that will enable them to act as partners to implement a partnership that will result in trained correctional officers for employment, contingent upon certain requirements, by the Florida Department of Corrections. Careersource Capital Region, as a regional workforce board, is tasked with connecting skilled and qualified talent to employers that are in need of a qualified workforce. As such, the services provided by Careersource Capital Region, are a valuable supplement to the current recruiting and training needs of the Department.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on July 1, 2016, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on June 30, 2021. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

This Agreement may be renewed for an additional five (5) year period, after the initial agreement term, upon the same terms and conditions contained herein, and upon agreement of both parties. Exercise of the renewal option is at the Department’s sole discretion and shall be conditioned, at a minimum, on the Participating Entity performance of this Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Participating Entity no later than thirty (30) days prior to the Agreement expiration date. The renewal term shall be considered separate and shall require the exercise of a renewal amendment that shall be signed by both parties.
II. SCOPE OF AGREEMENT

The Department and the Participating Entity agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Department Responsibilities

The Department will perform the following duties in support of this Agreement:

1) The Department's designee agrees to identify, screen (background, hiring pre-requisites), establish a candidate file, and refer correction officer candidates to the Participating Entity for eligibility determination for subsidized training.

2) The Department, upon sufficient notification of a correctional officer candidate's eligibility for receipt of training services, will provide the Participating Entity with a contingent notice of intent to hire.

3) The Department will exercise its discretion in determining whether it is in its best interest to hire a candidate while in training or after the completion of training. In all instances, the candidate(s) must obtain the necessary certification and meet all other Department hiring requirements.

4) The Department will provide to the Participating Entity the hire data (i.e. salary, start date) for each candidate referred under this agreement. This information will be used to comply with all state and federal reporting requirements under the Workforce Innovation and Opportunity Act of 2014 (WIOA), governing workforce fund utilization.

5) Once the Department receives the preapproved list of candidates that have successfully completed training, it will coordinate and assume the cost of the final background check, drug test, and physical, which are among the conditions for employment.

B. Participating Entity Responsibilities

The Participating Entity shall perform the following duties in support of this Agreement:

1) The Participating Entity will establish a designee to work directly with the Department's designee under this agreement.

2) The Participating Entity will screen the candidates referred by the Department and make an eligibility determination for receipt of subsidized training assistance. Note, priority will be given to individuals referred who are currently unemployed or who are Veterans.

3) The Participating Entity will provide written notice to the Department of all eligible candidates.

4) The Participating Entity, upon receipt of the letter of support expressing the Department's contingent interest in hiring, will coordinate training and enrollment with the educational institution delivering the training.

5) The Participating Entity will provide written notification to the Department indicating the candidates who have successfully completed the training.
III. FINANCIAL OBLIGATIONS OF THE PARTIES

The parties acknowledge that this Agreement is not intended to create financial obligations as between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Department’s Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of the Agreement.

The address and telephone number of the Department’s Agreement Administrator is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT OF CORRECTIONS
Amy Bryant
Human Resource Manager
501 South Calhoun Street
Tallahassee, Florida 32399-2500
(850) 717-3220 (telephone)
bryant.amy@mail.dc.state.fl.us (e-mail)

CAREERSOURCE CAPITAL REGION
James McShane
Chief Executive Officer
325 John Knox Road, Atrium Building, Suite 102
Tallahassee, Florida 32303
(850) 617-4601 (telephone)
(850) 410-2595 (facsimile)
jim.moshane@careersourcecapitalregion.com (e-mail)

V. REVIEW AND MODIFICATION

A. Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.
B. Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Public Records Law

The Participating Entity agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the services; (b) allow public access to records in accordance with the provisions of Chapter 119 and Section 945.10, Florida Statutes; (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; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Participating Entity's possession upon termination of the 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 Department's information technology systems. The Participating Entity’s failure to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Indemnification

The Participating Entity shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney’s fees arising out of intentional acts, negligence, or omissions by the Participating Entity, or its employees or agents, in the course of the operations of this Agreement, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act, up to the limits of liability set forth in Section 768.28, Florida Statutes.

C. Confidentiality

The Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Department and the Participating Entity agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.
The Participating Entity agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department’s Director of Human Resource Management. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Agreement Managers, and the Agreement Administrator.

E. Data Sharing

The Department and the Participating Entity acknowledge their separate obligations to store and disseminate data in compliance with the requirements of 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 statute. The Participating Entity acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Participating Entity therefore agrees, consistent with public records law, to refer third parties requesting delivery of information to the originating party. Participating Entity further agrees 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 documents involving the other party’s data for review to determine if there has been an inadvertent disclosure of confidential information.

F. Prison Rape Elimination Act (PREA)

The Participating Entity will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Participating Entity will also comply with all Department policies and procedures that relate to PREA.

G. Cooperation with Inspector General

In accordance with Section 20.055(3), Florida Statutes, the Participating Entity understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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Page 5 of 6

MOA Template General - Rev 02-2016
AUTHORIZATION FOR SIGNATURE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

CAREERSOURCE CAPITAL REGION

SIGNED BY: [Signature]
NAME: James H. McShane III
TITLE: CEO
DATE: 6-1-16

DEPARTMENT OF CORRECTIONS

SIGNED BY: [Signature]
NAME: Kelley J. Scott
TITLE: Director, Office of Administration
DATE: 6/8/16

SIGNED BY: [Signature]
NAME: Kenneth S. Steely
TITLE: General Counsel
DATE: 6/10/16

Approved as to form and legality, subject to execution:
MEMORANDUM OF UNDERSTANDING  
NO.: IA-588  
BETWEEN  
CAREERSOURCE CAPITAL REGION  
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 Capital Region 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 Gadsden, Leon, and Wakulla 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. Eliminate unwarranted duplication of services through a seamless process, reduce administrative cost, and enhance participation and performance of customers served through the system.
2. Establish guidelines for creating and maintaining cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.

3. Build a workforce investment system that will dramatically upgrade Florida’s workforce skills and wages and provide substantial economic benefits to employers, workers and the citizens of Florida.

4. Provide brochures, pamphlets, guides, schedules of presentations, information, signage of affiliate status and training for DOE/DVR staff.

5. Provide a single Point of Contact (POC) to assist DOE/DVR with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.

6. Provide space at the One- Stops to DOE/DVR on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.

7. Provide referrals to DOE/DVR in a timely manner.

8. Share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.

9. One-Stop Center staff, therefore, shall be cross-trained to perform multiple functions within the center. Each center management team will be responsible for assuring that cross training occurs as necessary to accomplish this. One-Stop staff development and training activities are available to enhance the knowledge skills and abilities of the Workforce Board partners and staff to better serve the Workforce Board customers.

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:

Costs of the infrastructure of one stop centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education, Division of Vocational Rehabilitation will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursement to local area workforce boards, as it deems appropriate.

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. Effective Period

This MOU becomes effective when executed by the last party below, and will remain in force until June 30, 2020. 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.

VIII. 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.
IX. 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.

X. Termination

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

XI. 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: Brenda Moorer
Title: Area Director, VR Area 1
Address: 600 University Office Blvd., Pensacola, Florida 32504
Phone: (850) 494-7155
Fax: (850) 494-7158
E-mail: brenda.moorer@vr.fldoe.org

CAREERSOURCE CAPITAL REGION
Name: Jim McShane
Title: Chief Executive Officer
Address: 325 John Knox Road, Atrium Building, Suite 102, Tallahassee, Florida 32303
Phone: (850) 414-6065
Fax: (850) 410-2595
E-mail: jim.mcshane@wfplus.org

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

CAREERSOURCE CAPITAL REGION

By: [Signature]
Name of authorized representative
Date: 6-3-16

DEPARTMENT OF EDUCATION/DIVISION OF VOCATIONAL REHABILITATION

By: [Signature]
Commissioner of Education
Date: 4/14/16
Memorandum of Understanding

Between

Tallahassee Community College: Division of Workforce Development, Adult Education Department &
CareerSource - Capital Region

Purpose of Relationship Agreement
This Memorandum of Understanding (MOU) establishes a relationship between Tallahassee Community College's (TCC) Division of Workforce Development: Adult Education (AE) Program and CareerSource - Capital Region (CSCR) to provide quality Adult Basic Education (ABE), GED® test preparation, and English to Speakers of Other Languages (ESOL) services to students in Gadsden, Leon and Wakulla Counties.

Contact Representatives
The contact representative shall be the CEO of CareerSource Capital Region, currently Jim McShane, 850-617-4601, email: Jim.meshane@careersourcecapitalregion.com and the TCC Adult Education Program Coordinator, currently Dawn Adolfsen, 850-201-6655; email: adolfsod@tcc.fl.edu.

Responsibilities of MOU Parties
CareerSource – Capital Region (CSCR) will:
- Provide referrals to the TCC AE program to any CSCR customer based on “customer choice.”
- Screen TCC AE students for CSCR services.
- Provide updated information on a continuous basis of CSCR programs (i.e., brochures and information sheets) that are open to current or potential TCC AE students regarding employment, training, education or supportive services.
• Work collaboratively with the TCC AE Department to ensure that collaborative efforts are taking place in providing Career Planning information and Occupational Supply and Demand data to TCC AE students.
• As appropriate, provide speakers or targeted workshops to present information to TCC AE students.
• Provide payment to TCC for any student for which an executed Purchase Order (PO) was submitted and approved for AE classes (i.e., ABE, GED®, ESOL) and/or testing fees (i.e., TABE, GEDReady, GED).
• Provide supportive or leveraged services such as transportation, childcare, etc. to eligible shared customers/students.

The TCC Adult Education (AE) Program will:
• Refer TCC AE students to CSCR programs.
• Screen CSCR referrals for TCC AE services.
• Make available to all TCC AE students CSCR information (i.e., brochures and information sheets).
• Assist TCC AE students with registering in Employ Florida.
• Work collaboratively with CSCR to ensure that collaborative efforts are taking place in providing Career Planning information and Occupational Supply and Demand data to TCC Adult Education students.
• Invite CSCR speakers to present CSCR program information and/or targeted workshops to the TCC AE students.

Both Parties will:
• Provide a single point of contact (name, e-mail, phone number) to the other party and notify the other party of any changes regarding the “contact representative” in writing.
• Acknowledge that both parties to this agreement are independent organizations and each organization is responsible, including liability, for their own agents/employees. Nothing contained in this MOU shall constitute a waiver by either party of its sovereign immunity, or the provisions of 768.28, Florida Statutes, or the limits of liability.
• Adhere to the Family Educational Rights and Privacy Act (FERPA) and all applicable Federal Civil Rights compliance (ensure no person is discriminated against on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, sexual orientation, marital status, disability, or age in programs or activities).
• Assume responsibility for their own costs, fees and/or other expenses associated with this MOU.
• Direct concerns or issues to the assigned single point of contact or the assigned entity “representative.”
• Provide customer/student information (i.e., TABE scores) to the other entity only if a signed release of information is in place. Information is limited to the parties of this MOU. Customer/student information is confidential and should be treated as such. However, the parties acknowledge that each party is subject to Chapter 119 (Public Records) and Chapter 286 (Public Meetings) of the Florida Statutes and Section 24, Article 1 (access to public records and public meetings) of the Florida constitution.
Jointly investigate possible integrated curriculum partnerships whereby occupational training (Integrated Education and Training [IET]) can take place concurrently with adult education training.

- Provide at least once annually an opportunity for representative(s) of each entity to attend and present to the appropriate staff (i.e., AE staff and CSCR Talent Development Specialists) of the other entity regarding their program(s).

- Meet at least annually with a representative from the other party to this agreement to review the alignment between the Florida Department of Education Adult General Education grant proposed activities, services and regional needs identified in the Local Workforce Development Board (LWDB) proposed WIOA local plan and the TCC AE program.

- As appropriate and applicable, satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All parties acknowledge that this agreement renews automatically annually (from original date of last signature date of the MOU). This MOU may not be modified unilaterally. All modification to the MOU must be agreed to by all parties and executed in the same manner as the original MOU. This agreement may be terminated by either party providing a thirty-day (30) day written notification delivered Certified-US Mail (return receipt requested).

Signature of Authorized CareerSource Capital Region Representative

Jim McShane, CEO
Printed Name and Title of CareerSource Capital Region Representative

Signature of Authorized TCC Representative

Kimberly Moore, Vice President Workforce Development
Printed Name and Title TCC Representative

8-17-17
Date

8-21-17
Date
September 11, 2012

Ms. Barb Edwards, Board Chair  
Workforce Plus  
325 John Knox Road, Building B-100  
Tallahassee, Florida 32303

Re: Florida Department of Economic Opportunity and Regional Workforce Boards’ Grantee-Subgrantee Agreement

Dear Ms. Edwards:

The Department has completed its review of comments received regarding the revised Grantee-Subgrantee Agreement that had been distributed earlier this year. We thank everyone for their comments and participation in this process. Changes to the Agreement have been made based on the comments we received.

Enclosed are two copies of the final Agreement that have been signed by me and need your signature or that of your Executive Director if that is the person who has been designated to sign on behalf of your Board. One copy of the signed Agreement must be returned to the Department and the other copy is for your records. A copy also should be provided to your local Chief Elected Official(s). The signed Agreement should be mailed to the attention of Mr. Sam Collins of our Department’s Workforce Services Division at 107 East Madison Street, Caldwell Building, MSC# G-229, Tallahassee, Florida 32399.

Should you have any questions regarding the enclosed Grantee-Subgrantee Agreement or any of its exhibits, please contact Sam either by phone at (850) 245-7494 or email at sam.collins@deo.myflorida.com.

We appreciate your continued support and partnership in advancing Governor Scott’s jobs creation and economic growth agenda. Please let me know if there is anything I can do to further support your local efforts in that regard.

Sincerely,

Hunting F. Deutsch  
Executive Director

Enclosures

HFD//im

cc: Ms. Kimberly A. Moore  
Mr. Chris Hart  
Mr. Thomas Clendenning  
Ms. Lois Scott  
Mr. Sam Collins
GRANTEE – SUBGRANTEE AGREEMENT
BETWEEN WORKFORCE PLUS
AND THE DEPARTMENT OF ECONOMIC OPPORTUNITY

This Grantee - Subgrantee Agreement (Agreement) sets forth the terms and conditions to which the WORKFORCE PLUS (the Board) agrees as a recipient of federal workforce funds from the Department of Economic Opportunity (Department or DEO). This Agreement shall take effect on July 1, 2012 and shall remain in effect for as long as the Board continues to receive federal funding from the Department as directed by Workforce Florida, Inc. (WFI) or until a new agreement is executed. Failure to comply with the terms and conditions outlined herein may result in the loss of federal and state funds and may be considered grounds for the suspension or termination of this Agreement and result in a determination of disallowed costs.

Fiscal and Administrative Controls

A. The Board agrees to comply with the applicable cost principles and administrative requirements for grants and agreements included in applicable Code of Federal Regulations, federal Circulars and requirements of the federal Office of Management and Budget. The Board agrees to follow all programmatic and funding requirements of federal and state law and has provided a certification that the written administrative procedures and processes representing the minimum required procedures and fiscal controls are in place for managing and operating Workforce Investment Act, Wagner-Peyser, Welfare Transition, Supplement Nutrition Assistance Program (SNAP) and other programs for which the Regional Workforce Board/administrative entity receives funds from the Department or WFI. The certification is attached hereto as Exhibit “E”.

B. The Board agrees to comply with Chapter 445, Florida Statutes in managing and operating workforce programs for which the Board receives funds from the Department or WFI.

C. The Board shall receive its level of allocated funding and other funding by way of Notice of Fund Availability (NFA). These NFA notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award.

D. The Board shall, in accordance with the Department’s instructions, provide timely electronic data to the Department, via the electronic data systems used at the One-Stop centers and the Board, as it relates to the financial or programmatic information in order to allow the Department to provide accurate reports to the United States Department of Labor (USDOL), other federal agencies, WFI, and other interested parties; and to review the Board’s fiscal status and performance. The Board shall, in accordance with the Department’s instruction, enter programmatic and fiscal information in the respective electronic data systems in a timely manner in order to monitor and to provide accurate information/reports to the afore-mentioned parties.

E. The Board agrees to be monitored by the Department staff and/or agents, as well as representatives of federal and state funding agencies. Additionally, the Board agrees to comply with the Audit Requirements set forth in Exhibit “D” on an annual basis to ensure compliance with these uniform requirements and take prompt corrective action as a result of findings of noncompliance. The Board also understands that the Department may recommend sanctions or
penalties against the Board to WFI for failure to take appropriate corrective action to secure compliance with the administrative requirements. The Board understands that the Department may take action to recover disallowed costs and interest. Upon exhaustion of applicable administrative and judicial remedies, the Board agrees to repay the amount of finally determined disallowed costs and interest from non-federal and non-state grant funds.

F. The Board shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.

G. The Board shall designate a custodian for property and equipment purchased and/or transferred to the Board from the Department for use in the One-Stop delivery system. The Board and its designated One-Stop Operator(s) or Managing Partner(s) shall follow the procurement procedures approved by WFI in the purchasing of property, equipment, and other goods and services for use in the local One-Stop delivery system. The Board shall follow its own property management procedures when managing property and equipment. Upon termination of this agreement, the Board agrees that the Department shall be reimbursed its monetary share of the fair market value of all property and equipment purchased directly by the Department and subsequently transferred to the Board; except however, any single item not part of a group or collection valued at less than $1,000 may be retained, sold, or otherwise disposed of by the Board without further obligation to the Department.

Performance Standards

A. The Board is required to perform in accordance with governing federal and state law; any and all requirements set forth in the Memorandum of Understanding (“MOU”), Exhibit “A”; WFI policies; and other agreements in which the Board has received a Notice of Fund Availability. These requirements, as tracked by WFI and the Department, shall be considered the “Performance Standards.” The Board shall, in accordance with the Department’s instructions, provide timely electronic data to the Department, via the electronic data systems used at the One-Stop centers, as it relates to the Performance Standards in order to allow the Department to provide accurate reports to USDOL, WFI and other interested parties and to review the Board’s performance. On an annual basis, the Department, under the direction of WFI shall meet with each regional workforce board to review the board’s performance.

B. Corrective Measures. The Department will routinely review and monitor the Board’s performance as directed by WFI and will notify the Board in writing of any deficiencies or recommendations. The need for such a review will be determined by WFI based on an analysis of a region’s workforce program participant and financial data as provided by the Department. The Board agrees that its failure to meet at least 80% of each of the goals set forth that are related to or aligned with the measures negotiated with USDOL in the Performance Standards, or its failure to substantially comply with any and all other requirements set forth in the MOU, the plans and other agreements, and governing state or federal law constitutes grounds for corrective measures. Should the Board’s performance require corrective action to improve performance, the Department will initiate a Performance Improvement Plan, or other appropriate actions, in coordination with WFI.
The Board will have 30 days from the date of receipt of the written Performance Improvement Plan to respond to the recommendations outlined in the plan and to present a plan of action to implement the recommendations to the Department and WFI for approval. The Department and WFI shall be available to assist the Board in planning and implementing the recommendations in the Performance Improvement Plan. The Board will provide to the Department a status report relative to the Performance Improvement Plan recommendations and the plan of action to implement the recommendations required. If the Board does not present a timely plan of action to implement the recommendations as outlined in the Performance Improvement Plan, or if the Board fails to receive the Department and WFI’s approval of the Board’s plan of implementation of the recommendations, or if the Board fails to implement the recommendations within a reasonable time, or if the deficiencies are not corrected within a reasonable time following the Board’s implementation of the recommendations, the Department may, subject to WFI’s direction, reduce or otherwise adjust the Board’s funding (by disqualification from distributions of incentive monies, reallocated funds and/or State level reserve funds, or other appropriate means) and, for repeated and/or persistent failure to correct deficiencies, WFI may take additional corrective action, up to and including termination of the Board’s charter.

Memorandum of Understanding

Attached as Exhibit “A” is the MOU that sets forth the terms of Agreement for cooperation and consultation between the Department and the Board, with regard to the workforce program services delivered by the Department staff in the One-Stop System established within the Board’s workforce region.

Confidentiality Agreement

A. The Board understands that it is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. However, the parties agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality. Both parties also agree to provide access to and share any forms that may be used in the delivery of program services in the local One-Stop System.

B. Employees of DEO, One-Stop centers, Regional Workforce Boards (RWBs) and their contractors, subcontractors, or agents, in the performance of their duties and in the course of delivering workforce program services, receive information obtained from employers, applicants, participants and reemployment assistance claimants. The information received includes, but is not limited to job and program applicant registrations, job orders, employer reports, reemployment assistance claims and related records. This information is confidential and must be safeguarded against unauthorized disclosure in accordance with 20 CFR 603 and sections 443.171(5) and 443.1715, Florida Statutes. Furthermore, welfare transition participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and section 414.295, Florida Statutes. Additionally, RWBs and One-Stop center staff work on joint projects with education agencies in implementing workforce programs administered by the Department (and may collaborate with other agencies, such as the Departments of Juvenile Justice and Corrections and the Division of Vocational Rehabilitation). In such cases, confidentiality requirements for each such program must also be followed.
Therefore, the Board, and their contractors, subcontractors, or agents, in the course of receiving and utilizing confidential workforce program information for the purpose of performing their duties shall:

1. Maintain the confidentiality of employer, employee, claimant, applicant and participant identity and all related information pursuant to state and federal law and regulations and as detailed in the Department's Policy 1.02-Confidentiality of Records and Public Records Request and Subpoenas. The Board must sign the attached "Regional Workforce Board Non-Disclosure and Confidentiality Agreement" and return it to the Department. When signed, the certification statement shall be incorporated by reference into this Agreement as Exhibit "B." In addition, employees of DEO, One-Stop centers, RWBs and their contractors, subcontractors, or agents granted access to electronic data systems must sign confidentiality access agreements required by system owners for systems access privileges.

2. Abide by all present and future Department directives and policies issued in accordance with state and federal laws pertaining to workforce program and grants, privacy requirements and data confidentiality. Official requests shall be handled in accordance with Final Guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as Department policies 1.02, Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests, located on the DEO Intranet.

3. Abide by data security measures imposed by the Department of Children and Families, the Department or any other entities as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA).

4. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data from the Labor Market Statistics Center (LMS) is confidential pursuant to section 443.1715, F.S., and Commissioner's Order 3-04 (USDOL). Labor market information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In published aggregate form, these data are not confidential. These data are collected and produced through cooperative agreements with the USDOL, Bureau of Labor Statistics, and DEO, Labor Market Statistics Center. The information is collected under a pledge of confidentiality toemployers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Department should be copied or disclosed to any party other than those authorized by law. Confidential employer information may be made available only to public employees (including regional workforce board staff) in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5. All employees of One-Stop Centers and RWBs, and their contractors, subcontractors, or agents with access to, and the ability to change or destroy confidential data, including data stored in the information systems used by workforce service providers to manage and report participant information, are required to undergo an equivalent of a Level 1
background screening as a condition of employment or contract award. Re-screening shall occur every five (5) years of consecutive employment and upon re-employment or employment in a new or different position of special trust. Contractors shall be rescreened upon assignment to a new contract, or after a new contract award period. A Level 1 background screening includes, but is not limited to, statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE), and may include local criminal records checks through local law enforcement agencies. The background screening results shall be used to determine eligibility for employment or continued employment, and approval of contractor/agent personnel performing work on behalf of the Board. All records of Level 1 background screening, including requests and screening reports are confidential and shall only be made available as authorized by law. The Board is responsible for maintaining a current list of employees and contractors/agents screened by name, last four digits of their social security number, the date the screening was completed, the date the results were reviewed and who approved the individual for employment or continuing employment, or as a contract/agent service provider. The Board is responsible for all costs incurred in obtaining Level 1 screenings and for establishing procedures for managing and facilitating the screening process.

State Plan and Certifications and Assurances

A. The Board has submitted and received approval of its Two-Year Plan which outlines the Board’s delivery and administration of all workforce services within its region. This plan identifies and describes certain policies, procedures and local activities that are carried out in the local area and consistent with the State Plan. The local workforce investment plan must meet the requirements of WIA section 118(b) and other requirements as specified by WFI.

B. The Board has executed and submitted the following required certifications and assurances as part of its Local Plan. These certifications and assurances are incorporated by reference and made a part of this Agreement as Exhibit “F”:

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98)
3. Certification Regarding Lobbying (29 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 94)
6. Certification Regarding Environmental Tobacco-Smoke
7. Association of Community Organizations for Reform Now (ACORN) Funding
   Restriction Assurance (Pub. L 111-117)
8. Scrutinized Companies Lists Certification (Section 287.135, F.S.)

C. On an annual basis, the Board shall sign the certification that the Two Year Plan has been updated and is current or that no changes are required. The certification also requires that the Certifications and Assurances on file with the Two Year Plan be current and that the terms and conditions have not changed. Exhibit “C.”
Information Technology Systems

A. The Board shall designate a Management Information Systems Director who will work with the Department and the Office of Information Security within the Department of Management Services (DMS) to ensure optimal communications between local and State networks supporting the Department’s Management Information Systems (hereinafter collectively referred to as “the Workforce Systems”). In addition, the Board shall designate a Regional Security Officer who shall coordinate with the Department and with the Department of Children and Families (DCF) as required, to ensure all applicable security requirements are met and procedures are followed. The Regional Security Officer shall provide information to DCF and the Department on users that have access to the Workforce Systems and non-workforce systems such as the unemployment benefits system or its successor, and SUNTAX as often as necessary.

B. The Board will ensure that the Department staff assigned to the local One-Stop have access to electronic and written communication from the Department. The Board will maintain a secure connection to the State's resources and internal network ensuring necessary access to DEO’s Intranet, People First, Financial Reports and other application/data at an acceptable bandwidth with privacy and adherence to Department security policies.

Risk Mitigation Strategies

The Board shall engage in risk mitigation strategies to ensure the protection of informational assets and the promulgation of business activities. The strategies should include, but are not limited to, an organizational risk analysis, a disaster recovery plan, a continuity of operations plan, and adequate insurance coverage.

Provision of Employment and Job Placement Services to Individuals with Disabilities

The Board shall designate at least one staff member in each One-Stop office to promote and develop employment opportunities for individuals with disabilities and to ensure that job counseling and placement efforts are made for such individuals.

Provision of Space for American Federation of State, County, and Municipal Employees of Florida (Union) Information

A. The Board agrees to provide wall space measuring nine square feet for Union-purchased bulletin boards.

B. The Union bulletin boards shall be used only for the following notices:
   1. Recreational and social affairs of the Union
   2. Union meetings
   3. Union elections
   4. Reports of Union committees
   5. Union benefit programs
   6. Current Union contract
   7. Training and educational opportunities
8. Decisions reached through consultation meetings, as approved by the Chief Negotiator of the Department of Management Services
C. Materials posted on these bulletin boards shall not contain anything which violates or has the effect of violating any law, rule or regulation.
D. Postings must be dated and bear the signature of an authorized Union representative.

Response to Customer Service Complaints

The Department will forward any customer complaints about the workforce system received directly or forwarded from the Governor’s or legislative offices, to the appropriate regional board for review. Regional board staff will investigate the complaint in a timely manner, take whatever action they believe is appropriate, and report the action in writing to the Department so that the complaint can be closed.

Attachments:

The following Exhibits are incorporated by reference into this Agreement:
Exhibit “A” – Memorandum of Understanding (MOU)
Exhibit “B” – Regional Workforce Board Data Sharing Agreement—Non-Disclosure and Confidentiality Agreement—between DEO and RWB (requires signature of RWB Designee and date) and Exhibit “B-1” – (Sample) Individual Non-Disclosure and Confidentiality Certification Form
Exhibit “C” -Annual Certification
Exhibit “D”- Audit Requirements
Exhibit “E” –Administrative Procedures and Process Certification (Annual)
Exhibit “F”- Certifications and Assurances

Agreement Terms

A. Order of Precedence. If there is any conflict between the provisions set forth in this Agreement (as such may be modified from time to time by the Department, as directed by WFI, upon written notice to the Board), and the other standards set forth in the MOU, the plans and other agreements and federal and state law, it will be resolved in the following order of priority: (i) federal and state law; (ii) this Agreement; (iii) the plans and other agreements; and (iv) the MOU.

B. Modifications. Except with respect to the permitted unilateral modification of the Performance Standards by the Department, as directed by WFI, and as set forth in this Agreement, any modification to this Agreement shall be by written consent of the parties.

C. Contingency Statement. This Agreement is subject to the appropriation of funds by the Florida Legislature. Therefore, the State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature
D. Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the law of the State of Florida applicable to contracts executed and to be wholly performed within such state.

E. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of the Agreement will remain in full force and effect.

F. Notices. When either of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified or other delivery service with proof of delivery (i.e. by email, facsimile or overnight mail). The place for giving notice shall remain such until it is changed by written notice in compliance with the provision of this paragraph.

To the Board: (Insert Contact Here)

To the Department:
Thomas Clendenning, Director, Division of Workforce Services
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Fl. 32399-4120

In the event that different representatives are designated by any party after the execution of this Agreement, notice of the name, address, zip code, and telephone number of the newest representative will be rendered in writing to all of the parties and said notification attached to copies of this Agreement.

G. Warranty of Ability to Perform. The Board warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Board's ability to perform under this Agreement. The Board shall immediately notify the Department in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Agreement.

H. Florida Certified Minority Business Enterprise Utilization Reporting. The Board shall submit to the Department on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises.
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

Department of Economic Opportunity

By: [Signature]

Hunting F. Deutsch
Executive Director
Department of Economic Opportunity

Date: 9-11-12

Regional Workforce Board

By*: [Signature]

Name
Title

Date: 9-18-12

*The signatory should either be the Regional Workforce Board’s Chairperson or the Executive Director if such authority has been delegated by the Board.
EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING
BETWEEN WORKFORCE PLUS
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 WORKFORCE PLUS (Board), with regard to the workforce program services delivered by Department staff in the One-Stop System established within Workforce Region 5.

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. Impasse Resolution

In the event that an impasse should arise between the Department and the Board’s designated One-Stop operator(s) or managing partner(s), either party may request an informal hearing with the Chair of the Board. If either party is not satisfied with the outcome of the hearing, a request may be made to have the matter referred to the full Board of Directors. An impasse situation between the Board and the Department regarding the terms and conditions of this Agreement shall be referred to the President of Workforce Florida, Inc. (WFI) for mediation. The President of WFI shall meet with the Director of the Department, or a representative of the Department designated by the Director, and the Chair of the Board, or a representative of the Board designated by the Chair, to mediate the impasse. The President of WFI shall refer the issue to the Executive Committee of WFI for a final resolution if the attempt to mediate a resolution is unsuccessful.
EXHIBIT “B”

REGIONAL WORKFORCE BOARD
Data Sharing Agreement
(Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

The Department of Economic Opportunity (Department or DEO) and Regional Workforce Board 5 (Board).

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Department hereby agrees to make available to the boards and/or their agents, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited to, data which is maintained in the State’s Management Information Systems, including the Unemployment Benefits System or its successor, CONNECT, and the System for Unified Taxation (SUNTAX) in supporting the unemployment program, and any replacement systems providing the same workforce and unemployment data.

B. Regional security officers for the various workforce programs systems shall be appointed by the Board. It is not required that these individuals be Department employees. Regional Security Officers, at a minimum, shall be responsible for the following:

1. Ensuring required background screenings are completed for all staff with access to confidential records.
2. Managing user accounts within information systems.
3. Managing an effective security training program to ensure staff receives initial security training, annual security refresher training and ongoing security awareness.
4. Conducting semi-annual information systems access reviews and providing results to the DEO Internal Security Unit (ISU) at Internal.Security@deo.myflorida.com. The ISU will provide guidance and direction in conducting the review.
5. Maintaining DEO Security Agreement Forms and confidentiality agreements for all users and providing copies to DEO upon request.
6. Implementing and maintaining the information technology polices, protocols, standards, and procedures required by the Board to comply with DEO Policy 5.50, Information Technology Roles and Responsibilities Policy.

C. The Boards will ensure that security officers, staff, Department employees, participating partners as defined in 20 CFR Part 662, contractors, subcontractors, and any subsequent subcontractors and their employees or agents granted access to confidential data agree to maintain the confidentiality of employer, employee, claimant and participant identity and all related information pursuant to State and Federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law or a
lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603 and section 443.1715(1) F.S. The Board must be aware and make employees and contractors aware that information related to the receipt of reemployment benefits or public assistance, including all personally identifying information is protected by law. The Executive Director of each Board must sign this "Non-Disclosure and Confidentiality Certification" statement and return the agreement to DEO, Office of One-Stop and Program Support. In addition, employees of DEO, One-Stop centers, RWBs and their contractors, subcontractors, or agents granted access to electronic data systems used in the delivery of One-Stop services must sign confidentiality access agreements required for systems access privileges.

D. The Board will ensure that security officers, staff, participating partners, contractors, subcontractors, and any subsequent subcontractors and their employees or agents are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official public business. The Board will assign to the workforce systems only Board and Department staff, contractor, subcontractor and subsequent subcontractor employees or agents who have been properly trained and understand and acknowledge confidentiality requirements.

E. The Board will require security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees or agents who have access to confidential information, to sign and comply with an “Individual Non-Disclosure and Confidentiality Certification Form,” attached, and any system access security agreements required for system access privileges. The Board shall maintain these certifications/agreements on file subject to inspection by the Department or its designated representatives. The Board is responsible for ensuring that the Department is notified when employees who are terminated or are no longer in need of system access to enable the Department to terminate the access and thereby protect the security of the systems and the data. At a minimum, email termination notices should be sent to the Department’s Internal Security Unit at Internal.Security@deo.myflorida.com and identifies the name of the individuals terminated, dates of termination, and what systems the individuals had access to. Other actions may be required (e.g. completion of access termination forms) as determined by the Department. The Security Officer should maintain a current list of all users and make the list available to the Department or its designated representatives.

F. The Board will advise security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees or agents they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws.

G. The Board shall permit the DEO to make on-site inspections of records relevant to this Agreement to ensure that the requirement of state and federal law and regulation are being met. Such inspection may take place with or without notice during normal business hours. The Board shall maintain a system sufficient to permit any audit by the DEO or its agents of its compliance
with this Agreement and with the requirements of Section 443.1715(1), F.S., and 20 CFR Part 603. Logs relevant to such audits activities shall be retained for a minimum of one year.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files and other electronic media such as magnetic tapes, discs, thumb drives, laptops, and letters or other materials made, copied or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with Federal, State, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. The Board, Board staff, Department employees, contractors, subcontractors and their employees or agents may obtain access to information that is otherwise confidential after receiving training and executing the required confidentiality agreements. However, that access does not alter the confidential nature of the information. It is incumbent upon the Board, Board staff, Department staff, contractors, subcontractors, subsequent subcontractors and their employees or agents to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this agreement shall be processed according to the Board’s records management procedures and follow the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as Department Policies 1.02, Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests located on the DEO Intranet.

V. Indemnity:

The Board is an independent contractor and shall carry out, exercise and execute its duties under this agreement as an independent contractor. In discharging said duties and responsibilities, the Board shall exercise due and responsible care and shall comply with all assurances contained herein. To the extent allowed by law, the Board agrees to defend, indemnify, and hold the Department, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney’s fees, and expenses which arise out of, or are the result of the Board’s negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

A. This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty days of written notice by either party. The Department reserves the right to cancel immediately should funds become unavailable
to continue the Agreement. The availability of funds shall be solely determined by the Department.

B. If the Department, in its sole discretion, determines that the Board has failed to comply with any provision of this Agreement, the Department may immediately terminate or suspend the Department’s participation in the Agreement until the Department is satisfied that corrective action has been taken. If the Department suspends the Department’s participation in the Agreement for corrective action, and the Department, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, it may terminate the Board’s participation in the Agreement.

C. If this Agreement is terminated pursuant to this section, the Department and/or WFI will take appropriate action to ensure that workforce services are not interrupted. Termination of this Agreement may impact the Board’s ability to perform under the Grantee-Subgrantee Agreement, and may result in further action being taken by the Department or WFI.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURE

Regional Workforce Board:
Workforce Plus

By*: 
Name
Title

Date: [Signature]

*The signatory should either be the Regional Workforce Board’s Chairperson or the Executive Director if such authority has been authorized by the Board
EXHIBIT “B-1”

Individual Non-Disclosure and Confidentiality Certification Form

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

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

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.

2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.

3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.

4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the Board’s Regional Security Officer.

5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.

6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.

7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.

8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the Department.

9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.

12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Department. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

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

Employee Signature: _____________________________ Date: __________________

Print Employee Name: ___________________________________________________

Address: ________________________________________________________________

_____________________________________________________________

_____________________________________________________________

Work Telephone: _____________________________

E-Mail: _________________________________________
EXHIBIT “C”

ANNUAL CERTIFICATION OF REGIONAL WORKFORCE BOARD

Ms. Barb Edwards, Chair and Ms. Kimberly A. Moore, Executive Director, on behalf of the Workforce Plus, Regional Workforce Board, Region # 5, certify that the Board’s Local Plan on file with Workforce Florida, Inc is current. Additionally, all certifications and assurances on file with the Plan are current. This certification is incorporated and made a part of the Grantee - Subgrantee Agreement which the Board has executed and agreed to on [Insert Date].

By*: ________________________________  By: ________________________________
Ms. Barb Edwards  Ms. Kimberly A. Moore
Board Chair  Executive Director

State of FLORIDA
County of [Insert County] Leon

The foregoing instrument was acknowledged before me this 12th day of September, 2012 by Barb Edwards and Kimberly Moore.

[NOTARY SEAL]  

☑ Personally Known OR Produced Identification ☐

Type of Identification Produced: ____________________________
EXHIBIT “D”

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (DEO) to the recipient may be subject to audits and/or monitoring by the DEO as described in this Exhibit.

MONITORING

In addition to reviews of audits conducted in accordance with Office of Management and Budget (OMB) Circular A-133 and Section 215.97, Florida Statutes, as revised (see “AUDITS” below), the DEO may conduct or arrange for monitoring of activities of the recipient. Such monitoring activities may include on-site visits by the DEO staff or contracted consultants. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the DEO. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

Workforce Florida, Inc. (WFI) and DEO have established special guidelines concerning audit quality as guidance for Regional Workforce Boards (RWBs). This guidance is specified in the Final Guidance FG 05-019, Audit and Audit Resolution Responsibilities. The link to the guidance is:

PART I: FEDERALLY FUNDED

1. This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

2. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

3. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
4. Such audits shall cover the entire recipient organization for the organization’s fiscal year. Compliance findings related to contracts with the DEO shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the DEO shall be fully disclosed in the audit report with reference to the DEO contract involved. Additionally, the results from DEO’s annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

5. If not otherwise disclosed as required by Section 310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the DEO contract or grant in effect during the audit period.

6. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

7. Although OMB Circular A-133 exempts commercial (for-profit) organizations from single audit requirements, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend more than $500,000 or more in Federal awards must comply with Federal awards guidelines. Additionally, for-profit entities may be subject to certain specific audit requirements of individual Federal grantor agencies. For example, according to 20 Code of Federal Regulations (CFR) Part 667.200 (b)(2(ii) of the Federal Regulations for WIA, Commercial organizations which are subrecipients under Workforce Investment Act (WIA) Title I that meet the expenditure threshold must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit. In addition, Federal funding provided by the U.S. Department of Health and Human Services requires compliance with Circular A-133 or a financial related audit in accordance with government auditing standards if the organization meets the expenditure threshold. See 45 CFR, Part 74.26 for further details.

A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED

1. This part is applicable if the recipient is a non-state entity as defined by Section 215.97, F.S. (the Florida Single Audit Act).

2. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida
Statutes (F.S.); applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

3. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. In accordance with the Final Guidance FG 05-019, auditors are required to test the RWB’s monthly reconciliation of its financial records to the expenditures reported by the auditee in the One Stop Management Information System (OSMIS) maintained by DEO. The Auditors’ test results should be reported according to Final Guidance FG 05-019.

5. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/

PART III: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this exhibit Agreement shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated:

   A. Department of Economic Opportunity
      Inspector General
      MSC #130, Caldwell Building
      107 East Madison St.
      Tallahassee, FL 32399-6545
      The copy submitted to the Inspector General should be a hard copy.

      Department of Economic Opportunity
      Financial Monitoring Accountability (FMA)
The copy should be submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com.

B. Workforce Florida, Inc
Finance and Administration Council Chairperson
1580 Waldo Palmer Lane, Suite 1
Tallahassee, FL 32308

The copy submitted to Workforce Florida should be a hard copy.

C. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised) should be submitted to the Federal Audit Clearinghouse:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

D. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320(d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to the DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by Part II, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

A. Department of Economic Opportunity
Inspector General
MSC #130, Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545
The copy submitted to the Inspector General should be a hard copy.

Department of Economic Opportunity Financial Monitoring and Accountability (FMA)

The copy should be submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com.
B. Workforce Florida, Inc  
   Finance and Administration Council Chairperson  
   1580 Waldo Palmer Lane, Suite 1  
   Tallahassee, FL 32308  

   The copy submitted to Workforce Florida should be a hard copy.  

C. The Auditor General’s Office at the following address:  

   Auditor General’s Office  
   Room 401, Pepper Building  
   111 West Madison Street  
   Tallahassee, FL 32399-1450  

4. Any reports, management letter, or other information required to be submitted to the DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.  

5. Recipients and subrecipients, when submitting financial reporting packages to the DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/sub recipient in correspondence accompanying the reporting package.  

PART IV: OTHER INSTRUCTIONS  

AUDITOR WORKPAPERS ON INTERNAL CONTROLS  

The RWB will obtain the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The RWB will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The RWB further agrees that upon request DEO will also be provided other audit work papers as needed.
EXHIBIT "E"

ADMINISTRATIVE PROCEDURES AND PROCESS CERTIFICATION

Workforce Plus

Ms. Barb Edwards, Chair and Ms. Kimberly A. Moore,

Executive Director, on behalf of the Workforce Plus, Regional Workforce Board, Region # 5, certify that the written administrative procedures and processes listed in the attached document are in place. These represent the minimum required procedures and fiscal controls for managing and operating the Workforce Investment Act (WIA), Wagner-Peyser, Trade Adjustment Assistance, Welfare Transition, Supplemental Nutrition Assistance Program and other programs for which the Regional Workforce Board/administrative entity receives funds from the Department of Economic Opportunity or from Workforce Florida Inc.

This certification is incorporated and made a part of the Grantee - Subgrantee Agreement which the Board has executed and agreed to on [Insert Date] ________________________________.

Ms. Barb Edwards
Board Chair

Ms. Kimberly A. Moore
Executive Director

State of FLORIDA
County of [Insert County] Leon

The foregoing instrument was acknowledged before me this 8th day of September, 2012 by Barb Edwards and Kimberly Moore.

[NOTARY SEAL]

Desiree Gorman

X Personally Known OR Produced Identification ___

Type of Identification Produced: ____________________________________________
ATTACHMENT TO EXHIBIT “E”

Administrative Procedures and Process Certification

The following administrative processes and procedures are the minimum required to be in place so that the RWBs are in compliance with federal and state laws, applicable Office of Management and Budget (OMB) Circulars and guidance and instructions from the Department of Economic Opportunity (Department or DEO) and/or Workforce Florida, Inc. (WFl). The list is not intended to be an indication of the adequacy of the procedures and processes in place. Governmental Agencies must follow the administrative requirements codified by the United States Department of Labor (USDOL) at 29 Code of Federal Regulations (CFR) Part 97 and non-profit organizations and educational institutions must follow the administrative requirements codified by USDOL at 29 CFR Part 95. These rules also require that the cost principles codified at 2 CFR Part 220 (OMB Circular A-21) or, 2 CFR Part 225 (OMB Circular A-87) or, 2 CFR Part 230 (OMB Circular A-122) (as applicable) must be followed.

I. Financial Management Systems

Both 29 CFR 97.20(b) and 95.21(b) establish a set of seven standards that must be included in financial management systems of grantees and subgrantees.

1. Financial Reporting – Accurate, current and complete disclosure of the financial results of grant activities must be made in accordance with reporting requirements;

2. Accounting Records – All grantees must keep records to adequately identify grant funds;

3. Internal Control – Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property and other assets;

4. Budget Control – Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant;

5. Allowable Costs – Applicable OMB cost principles, grant regulations and terms of all grant and subgrant agreements and guidance must be followed in determining the reasonableness, allowability and allocability of costs;

6. Source Documentation – Accounting records must be supported by source documentation such as canceled checks, invoices, purchase orders, paid bills, payroll, time and attendance records, contract and subgrant documents, tax records, etc;

7. Cash Management – Procedures for minimizing the time elapsing between the transfer of funds from DEO and disbursement by grantees must be followed;

II. Cost allocation and Shared costs

WIA regulations require that each partner contribute a fair share of the operating costs of a One-stop system proportionate to the use of the system by customers who are attributable to the partner’s program (20 CFR 662.270). In addition to one-stop shared costs, the RWB must have a cost allocation plan that demonstrates how costs that benefit more than one grant program are allocated on the basis of benefits received by each funding source or grant.
(2 CFR Part 220 (OMB Circular A-21), or, 2 CFR Part 225 (OMB Circular A-87) or, 2 CFR Part 230 (OMB Circular A-122)).

III. Procurement

Both 29 CFR Part 97 and 29 CFR Part 95 establish standards for use by recipients and subrecipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal statutes and executive orders. Grantees and subgrantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in that section.

Grantees and subgrantees must maintain written procedures that, at a minimum, address the following standards:

- A contract administration system that ensures contractors perform in accordance with the requirements of any awards;
- A written code of conduct for employees which address conflict of interest provisions;
- A review of prospective procurement to avoid unnecessary duplication;
- A process that promotes the use of intergovernmental agreements for procurement or use of common goods and services;
- A process to ensure only responsible contractors are awarded contracts;
- Documentation of each significant step in the procurement process;
- A settlement process;
- Protest procedures;

Additionally, contracts must contain clauses set forth in 29 CFR 97.36(i) or 29 CFR 95.48 and Part 95, Appendix A, as appropriate.

The RWBs also must follow the specific procurement requirements in Chapter 445, Florida Statutes, and the competitive processes required for WIA Title I programs and Youth programs, as well as Welfare Transition program components. If a fixed-price agreement with a governmental or nonprofit agency results in revenues in excess of actual costs incurred, the excess revenues are considered to be program income (20 CFR 667.200(a)(6)). Additionally, all contracts using WIA funding between a RWB and units of government must be cost reimbursement. (20 CFR 667.200(a)(3)).

IV. Property Management

RWBs are required to have processes and procedures in place to acquire, manage and dispose of property acquired with grant funds in accordance with 29 CFR 97.31 through 97.33 or 29 CFR 95.31 through 95.37 and guidance issued by the Department. RWBs must meet the following minimum equipment management standards:
• Property records must be maintained;
• A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
• A control system must be developed to ensure adequate safeguards to prevent loss;
• Adequate maintenance procedures must be developed to keep the property in good condition;
• Property disposal procedures including sales procedures to ensure the highest possible return for equipment that is sold;

In addition, the Board will complete and submit Internal Control Compliance Program (ICCP) reports to the Department. These reports are to be filed quarterly by the 15th of the month following the end of each quarter in an electronic format to Tony B. Lloyd, Chief Financial Officer at Tony.Lloyd@deo.myflorida.com.

V. Records Management and Confidentiality

RWBs are required to have processes and procedures in place to manage, retain and properly dispose of program and financial records in accordance with USDOL grant records management requirements at 29 CFR 95.53 and 97.42, Chapter 119, Florida Statutes, the General Records Schedule GS1-SL for State and Local Government Agencies, as applicable, as well as specific program related requirements such as 45 CFR 92.42, TANF specific: TANF-ACF-PI-2003-1; sections 404(e) and 409(a)(7) of the Social Security Act (Act) and the Supplemental Nutrition Assistance Program (SNAP) - 7 CFR 272.1(f).

RWBs are further required to have process processes and procedures in place to protect the confidentiality of records as detailed in federal and state law, as well as Department Policy 1.02-Confidentiality of Records. At a minimum, these processes must address the following:

• Medical Records & Disability-Related Information:

Medical records and disability-related information on applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment must be stored in a manner that ensures confidentiality, and must be used only for the purposes of record keeping and reporting; determining eligibility, where appropriate, for WIA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIA Title I-financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law. (29 CFR 37.37)

This information must be maintained on separate forms, stored separately from all other information about a particular individual, and treated as confidential medical records. Access to disability-related or medical information must be limited.

(i) Supervisors and managers may be informed regarding restrictions on the work or duties of an employee or participant and regarding necessary accommodations.
(ii) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or evacuation; and
(iii) Government officials investigating compliance with Federal law must be provided information on request.

- **Demographic Data in WIA Title I-Financially Assisted Programs:**

  Pursuant to 29 CFR 37.37(b) (2) and (c), demographic data (race/ethnicity, sex, age, and where known, disability status) for applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment must be stored in a manner that ensures confidentiality. The data must be used only for the purposes of record keeping and reporting; determining eligibility, where appropriate, for WIA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIA Title I-financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law. The data will be used for statistical purposes only and will not be used in any manner which reveals the identity of the individual.

- **Confidentiality and Security of Records**

  RWBs must not release confidential information unless specifically authorized by law. The Boards must maintain a system of review of public records requests and subpoena requests. Guidance is provided in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as Department policies 1.02, Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests, located on the DEO Intranet.

This attachment is intended to provide guidance to some specific state and federal confidentiality and program related statutes such as:

- Public Records: Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes
- The Privacy Act: 5 USC 552a
- Social Security Numbers: 119.0721 F.S. and 5 USCA 552a
- TANF: 45 CFR 205-50; 414.295 F.S.
- WIA: 29 CFR Part 37, 29 USC 2101 section 85, 29 USCA 2801; 29 USC 2935(a)(4)(B)
- NFTA/ TAA and TAA: 20 CFR 617.57 (b)
- Re-employment service records: 443.1715 F.S., 445.010 (2) F.S.
- Displaced Homemakers: 446.52 F.S.
- WARN: 29 USC 2102-2109
- FSET: 7 CFR 272.1 (c)
- LMI: 443.1715 F.S., 445.010(2) F.S.; USDOL Commissioner’s Order 3-04
- Migrant Seasonal Farmworker: 20 CFR 653.110 (d)
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14; 381.004(3)(e) and (6)(c) F.S.
RWBs must have a system in place to ensure that employees, contractors, subcontractors, partners and their agents or employees who may receive confidential information are trained and advised of procedures to secure the release of information by way of non-disclosure agreements or other methods.

VI. Grievance Procedures

RWBs must have a grievance process and procedure in place that allows for participants, subgrantees, subcontractors, and other interested persons to file a grievance or complaint in accordance with 20 CFR 667.600 and Rule 73B-1, Florida Administrative Code.

VII. Oversight and Monitoring and Resolution Process

RWBs must conduct monitoring of subrecipients of grant funds and utilize an audit resolution, debt collection and appeal process to resolve any findings resulting from monitoring or auditing in accordance with 20 CFR 667.400 through 667.500 and in accordance with OMB Circular A-133.

VIII. Equal Opportunity Procedures

RWBs must have processes and procedures in place to ensure compliance with the State’s Method of Administration, which implement federal nondiscrimination regulations. In accordance with 29 CFR Part 37, the following 9 elements of compliance must be addressed:

- Equal Opportunity Officer Designation
- Notice and Communication
- Assurances
- Universal Access
- Compliance with Section 504 of the Rehabilitation Act of 1973
- Data and Information Collection and Maintenance
- Monitoring System
- Complaint Processing Procedures
- Corrective Actions and Sanctions

IX. Prior Approval Procedures

RWBs are required to have processes and procedures in place regarding compliance with prior approval procedures in accordance with DEO Final Guidance FG 05-046.
X. Sarbanes-Oxley Act of 2002 – Requirements for all Entities

RWBs are required to have processes and procedures in place regarding compliance with two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are referenced as follows:

- It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).
- It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XI. Staffing Changes

The RWB shall notify the Department as soon as possible, but no less than within five business days, of any changes in key personnel positions for the organization.

XII  Supplemental Audit Instructions – Work papers on RWB Internal Controls

Each RWB’s auditor is required to provide the RWB with a copy of the internal control testing work papers from the annual independent financial statement audit for retention in the RWB’s financial records. For further instructions, please refer to Part III, “Other Instructions” of Exhibit “D” Audit Requirements.

XIII  Compliance and Reporting on Internal Controls

The RWB is required to perform a self-assessment of internal controls by completing the Department’s annual Internal Control Questionnaire (ICQ) Form. The form will be provided in electronic format each year to the RWB. The RWB will provide a copy of the completed annual ICQ Form to the Department, through the email address RWB-FMA@deo.myflorida.com by September 30 of each year unless other instructions are provided by the Department in writing.

The annual ICQ Form will help the RWB to document the primary objectives of internal controls pertaining to compliance requirements for federal programs are met (OMB A-133 section 105):

- Transactions are properly recorded and accounted for;
- Transactions are executed in compliance with laws, regulations and contract provisions; and,
- Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.

In addition, the Board will complete and submit Internal Control Compliance Program (ICCP) reports to the Department. These reports are to be filed quarterly by the 15th of the month following the end of each quarter in an electronic format to Tony B. Lloyd, Chief Financial Officer at Tony.Lloyd@deo.myflorida.com.
XIV. Travel and Per Diem

All travel related costs incurred by RWB employees, Board members, agents or subcontractors, which is funded by state or federal funds passed through to the Board, shall comply with the travel guidelines contained in Section 112.061, Florida Statutes.

XV. Insurance Coverage for Errors and Omissions

The RWB shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Agreement and any renewal(s) or extensions(s) of it. By execution of the Agreement, the Board accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the RWB and the clients to be served under the Agreement.

The RWB shall maintain errors and omissions insurance on its Board members.

XVI. ETA Salary and Bonus Cap

Section 7013 of Public Law 109-234 limits salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration (ETA). None of the funds available for expenditures on or after the date of enactment of the section (June 15, 2006) shall be used by a recipients or subrecipient of such funds to pay the salary and bonuses of an individual either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall apply to funds provided by contract, grant, or interagency agreement, but shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

Annually RWBs receiving ETA funding from DEO must certify to DEO that a review is performed to ensure that amounts over the cap are not charged to ETA-funded activities. The Board should annually, but no later than April 1, perform a review of their subrecipients to ensure that the salary and bonus cap is not exceeded for any of the funds they passed through. Documentation of that review and any refunds or adjusting entries made should be maintained by the Regional Workforce Board and made available for review, as requested.

XVII. Lobbying

Funds awarded under the Grantee-Subgrantee Agreement may not be used for lobbying purposes pursuant to state and federal law, including but not limited to, Section 216.347, Florida Statutes, and OMB Circulars A-87 and A-122. (2 CFR 225 and 2 CFR 230).

XVIII. Payment of Interest Earned on Program Funds

Unless otherwise authorized by the Department, the RWB shall invest the funds received under the Grantee-Subgrantee Agreement in secure interest-bearing accounts and earn interest on the invested funds in accordance with 29 CFR 97.21 and 29 CFR 95.22.
XIX. Conflict of Interest in Contracting

RWBs shall comply with the requirements of Section 445.007(11), Florida Statutes, and WFI’s Contracting Policy before contracting with a member of the Board. Such contracts shall not be executed before or without the approval of WFI. Such contracts, as well as documentation demonstrating adherence to this section as specified by WFI, must be submitted to the Department for review and recommendation according to WFI’s Contracting Policy.
EXHIBIT “F”
CERTIFICATIONS AND ASSURANCES
BY
WORKFORCE PLUS

The Department of Economic Opportunity (Department or DEO) will not award federal workforce funds where the Regional Workforce Board (Board or RWB) has failed to complete the ASSURANCES AND CERTIFICATIONS contained in this attachment. In performing its responsibilities under the Grantee-Subgrantee Agreement (Agreement), the RWB provides the following certifications and assurances:

A. Assurances – Non-Construction Programs (SF 424 B)

B. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)

C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

D. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)


F. Certification Regarding Environmental Tobacco-Smoke

G. Association of Community Organizations for Reform Now (ACORN) Funding

Restriction Assurance (Pub. L. 111-117)

H. Scrutinized Companies Lists Certification (Section 287.135, F.S.)

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Department.

As the duly authorized representative of the RWB, I certify that the Board;

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.

2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII
of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.

3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”

7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The Board certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;

2. Have not within a three-year period preceding the Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The Board certifies, to the best of its knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

- The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure;

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Board, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the RWBs’ workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace;
   b. The policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs;
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the contract, the employee will:
   a. Abide by the terms of the statement;
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Department in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer for whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department’s intranet site, should be completed and submitted to the following address:

   Office of the Inspector General
   Department of Economic Opportunity
   MSC# 130, Caldwell Building
   107 East Madison Street
   Tallahassee, Florida 32399-4126

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition of the Grantee-Subgrantee Agreement the Board assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

The Board also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Board’s operation of the WIA Title I – financially assisted program or activity, and to all agreements the Board makes to carry out the WIA Title I – financially assisted program or activity. The Board understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

F. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

As a condition of the Grantee-Subgrantee Agreement the Board assures that it will comply fully with the certification regarding environmental tobacco-smoke.

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children’s services are provided. Grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.


As a condition of the Agreement, the Board assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients and contractors shall provide this assurance accordingly.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

This provision may be applicable to those boards that are affiliated with county government. Please consult your legal counsel for that determination.

If a board that is affiliated with a local governmental entity enters into a contract in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., the board will obtain a certification that the contractor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or meets the conditions for exemption as provided in section 287.135(4), F.S. Both lists are created pursuant to section 215.473, F.S.

By signing below, the Board certifies and assures that it will fully comply with the applicable assurances outlined in parts A through H, above.

Regional Workforce Board:

[Signature]

*Name

Title Chairperson

Date 9/18/2012

*The signatory should either be the Regional Workforce Board’s Chairperson or the Executive Director if such authority has been delegated by the Board
Board of Director Meeting Minutes  
March 26, 2020  
12:00 pm.

**Conference Call:** Scott Watson, Beth Cicchetti, Melissa Rudd, Jeanna Olson, Jonathan Gray, Kevin Vaughn, Martina McDowell, Shelly Bell, Tawanna Gilbert, Nina Self, Christina Paredes, Amber Tynan and Rebecca Kelly-Manders.

**Absent:** Holly Henderson, John Shuff, Renisha Gibbs, Steve Capenos, Maria Mead, Tom Eisel, Mauricio Endara and Patrick Hutto.

**Staff/Guests Present:** Jim McShane, Kara Palmer-Smith, Matt Salera, Charlotte Brown, Dee Robinson, Patricia McCray, David Harper (DEO), McGrew, Paul Dunn and Commissioner Quincee Messersmith.

**Recording:** Patricia McCray

I. Welcome and Call to Order:
Chair Scott Watson welcomed everyone and called the meeting to order at 12:05pm. He thanked everyone for taking time out to participate in the board conference call. He encouraged everyone to continue to follow the social distancing and handwashing guidelines as we work through the COVID-19 crisis. Chair Watson welcomed Patricia McCray to the CSCR team. He explained that the public is allowed to participate with comments held to three (3) minute limit and 12 minutes overall.

II. Action Item I: Meeting Minutes Approval - December 12, 2019
Chair Watson asked if anyone had any questions or comments about the December 12, 2019 Board of Directors meeting minutes. There were none.

**Motion:** Chair Watson entertained a motion to approve the December 12, 2019 minutes. Kevin Vaughn made the motion and Nina Self seconded. All in favor.

**Action Item I approved unanimously.**

III. Action Item II: Consent Agenda

1. **Finance Committee**
   a. Budget 19-20 (Unrestricted)
b. Budget 19-20

2. Strategic Policy & Planning Committee - Jonathan Gray and Dee Robinson
   a. WIOA Four Year Local Plan

Chair Watson stated that consent agenda items has been reviewed by the individual Finance Committee members, the Strategic Policy and Planning Committee, and the Executive Committee. They have been viewed and vetted by members leading up to this meeting. Chair Watson asked Matt if he had anything further to add for the Finance Committee agenda item. Matt replied, nothing to add. Chair Watson asked who is the Chair of the Finance Committee. Nina Self responded she is the Chair. Chair Watson asked Nina if she had anything further to add to the Consent agenda item. Nina replied, nothing at this time. He thanked Nina and the Finance Committee for their excellent work.

Chair Watson stated this consent item pertained to the 4-year Plan and asked Jonathan Gray if he had anything to be discussed or addressed. Jonathan replied he did not have any comments to add. Chair Watson asked Dee Robinson if she had any comments to add. Dee responded that she did not. No members had any questions or discussion.

Motion: Chair Watson entertained a motion to approve the two action items on the consent agenda. Martina McDowell made the motion and Kevin Vaughn seconded. All in favor.

Action Item II approved unanimously.

IV. DEO 2018-2019 Performance Presentation

Chair Watson turned the meeting over to Daniel Harper, Data Quality Manager at the Department of Economic Opportunity to present the 2018-2019 CSCR Performance presentation. Daniel provided an overview of the Workforce Structure and Service Delivery model, Roles and Responsibilities, Program Year 2018 Primary Indicators of performance and the Apprenticeships. Chair Watson thanked Daniel for the presentation. He also thanked Jim and the staff for the great work they do consistently do on a daily basis.

V. Chief Executive Officer Report – Jim McShane

Jim updated the Board on the Request for Proposal (RFP) for the service provider for One Stop Operator. CSCR received well written RFPs from three vendors. A new contract with a potential new vendor would start on July 1, 2020. At this time, changing to a new vendor during the COVID-19 pandemic would not be feasible. Our State unemployment system is already
facing challenges handling the high call volume. Soon, we will have over 30,000 people unemployed in our region. Jim stated in accordance with the language from the RFP. The Board has the authority to accept or reject any non-response or untimely response, or to reject all responses to this RFP and or seek new proposals. Jim suggested to the Board to reject all proposals at this time and renew the contract with Dynamic Workforce Solutions for the period of July 1, 2020, to June 30, 2021. Jim stated he would encourage each of the respondents to resubmit proposals at a point in time when a new RFP is posted as determined by the Board for services to be rendered effective July 1, 2021.

Chair Watson thanked Jim for stating his concerns regarding the RFP and starting with a new vendor on July 1, 2020, during these times of unrest.

Nina Self asked when the current contract ends. Current contract ends June 30, 2020. Nina then stated that if we rejected all proposals that she would feel bad about rejecting and stated that the board should consider postponing selecting a proposal and should not make each proposer rebid and to use the proposals that were submitted. Nina then asked who was on the rating team. Matt answered that the rating team consisted of 5 members, Dee Robinson, Kevin Vaughn, Jonathan Gray, Diane Head and Quincee Messersmith.

Chair Watson stated that he understood Nina’s concerns wanted to know if there could be legal ramifications of not re-procuring and if there were any other options besides just rejecting all proposals and if legal was consulted. Jim McShane stated that the RFP had language that gave the Board the right to reject any or all proposals for any reason and that CareerSource Florida reviewed the RFP and provided guidance to Jim McShane.

Beth Cicchetti stated that in her line of work it is not uncommon for a company or organization to submit a proposal only to have all proposals rejected by the organization that released the RFP for various reasons.

Holly Henderson stated that Jim McShane needed to communicate with each proposer the reasoning behind the board decision.

**Motion:** Chair Watson entertained a motion to reject all three proposals at this time and approve the renewal of the contract with Dynamic Workforce Solutions for the period of July 1, 2020 to June 30, 2021. Amber Tynan made the motion to accept Jim McShane’s recommendation and Martina McDowell seconded.

*All in Favor with Nina Self voting nay. The motion passes with one opposing vote.*
VI. Senior Director Report - Kara Palmer Smith
So far this program year (end of February), the BES team provided almost 7,200 solutions. This includes on-site interviews, job postings, candidate screening, veteran services and recruitment events, just to name a few. We will likely see a decrease for the remainder of the year due to the COVID-19 pandemic.

We have suspended all events, networking engagements and face-to-face business development activities from March 17 to May 11, but that may be extended. We have posted an employer toolkit on our website and will send periodic updates via eBlast. Additionally, we will be posting job listings daily via social media.

Sector Rounds
May 5 - IT and Professional Services – this will take place virtually and it will be our first time hosting such a meeting.

Talent Innovation Summit
The planning meeting for the Talent Innovation Summit was held on Monday, March 30, at 3 pm. We hired an event planner to assist us this year, so please join us. The date is October 7, 2020, at the Florida State Conference Center.

VII. Senior Director Report - Dee Robinson
1. Monitoring
   a. DEO conducted reviews February 24-28 – across programs there were 17 findings and 4 Other Non-Compliance Issues (mostly WP with 7F/2ONC)
      i. No other corrections can be made but there may be some rebuttal; final report is anticipated in April; will provide an update at the next meeting

2. Performance
   a. Performance Holdback – Looks at placements, monitoring, case management, retention, and other performance measures more directly related to WIOA Indicators of Performance. Submitted by service provider timely on 2/28/20; internal review and report must be submitted within 60 days
   b. WIOA Indicators of Performance – 14 measures (employed, retention, credential rate)
      i. 2nd quarter - Exceeding 7, meeting 4, not meeting 3 (DW median wage for those employed 2nd quarter after exit, Youth employed second quarter after exit AND Youth credential attainment)
ii. **Measures trending downward in most metrics** (employing different methods to combat this trend such as changing layout of operations meetings, 1:1 programmatic meetings, departmental performance meetings)

c. **Continuous Improvement Performance Initiative**, more aligned to WIOA, awards based on formula funding, distributed twice yearly

i. Focused on **placement, participant training rate, business penetration** – performance for the first and second quarter is available for two of the three measures (employment rate for first quarter after exit has not been posted due to the lag in receiving wage information. CSCR met our performance goal for the Participant Training Rate by improving slightly more than 25% over the baseline which resulted in an incentive. It appears that we are on target to meet for the 2\textsuperscript{nd} quarter as well.

3. Policy – new policies approved by CSF which includes some related to board governance. Working with Jim to create policy, will come before Board within next quarter.

VIII. **Adjourn:**

S. Watson asked for a motion to adjourn the meeting. Martina McDowell made the motion and Kevin Vaughn seconded. Meeting adjourned at 1:22 pm.

**Next Meeting:**

June 4, 2020
12:00 pm
This Agreement, entered into by and between the following parties: Gadsden County, Leon County (a charter county), and Wakulla County (a charter county), political subdivisions of the State of Florida, hereinafter referred to as the "COUNTIES", and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region (CSCR), a Florida nonprofit corporation, in its capacity as the Region 5 Local Workforce Area (LWA) created and existing under Chapter 445, Florida Statutes, hereinafter referred to as CareerSource Capital Region.

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 ("WIA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Workforce Development Region; and

WHEREAS, Chapter 445, Florida Statutes, "the Workforce Innovation Act of 2000" ("Workforce Innovation Act") further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce regions designated by the Governor of the State of Florida based on meeting performance requirements; and

WHEREAS, the COUNTIES have been designated by the Governor of the State of Florida as a Local Workforce Area; and

WHEREAS, the WIA and WIOA require the chief local elected officials of each designated Local Workforce Region to establish a regional workforce development board; and

WHEREAS, the Regional Workforce Board Accountability Act of 2012, the Florida Legislature provides for the membership of local workforce development boards to be limited to the minimum membership required in Pub. L. No. 105-220, Title I, s. 117(b) (2) (A); and

WHEREAS, CareerSource Capital Region has requested and received certification as the Region 5 Workforce Development Board by CareerSource Florida, the State of Florida Workforce Development Board; and

WHEREAS, the Department of Economic Opportunity (DEO), under the direction of CareerSource Florida, shall review and certify that CareerSource Capital Region complies with state and federal law; and

WHEREAS, the COUNTIES and CareerSource Capital Region previously entered into an Interlocal Agreement in 2001 defining their respective duties and responsibilities ("Original Interlocal"); and

WHEREAS, CareerSource Capital Region is required to submit its strategic plan and annual budget, as approved by the COUNTIES and/or their designee, to CareerSource Florida for review and approval; and then to the Department of Economic Opportunity for review and approval; and,

WHEREAS, the COUNTIES and CareerSource Capital Region desire to clarify the terms of the Original Interlocal Agreement to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within the Region 5 Workforce Region under the
NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Purpose:
The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the (WIOA), the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (Public Law 104-193), the Agricultural Act of 2015, applicable federal, state and local regulations including OMB super circular and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Four Year Local Services Plan: (Section 108(a))
Pursuant to WIOA and in accordance with the requirements established by the Governor of the State of Florida, CareerSource Capital Region shall develop the Four Year Local Plan, as required, and shall present said plans to the COUNTIES for review and approval. Upon approval and execution of the plans by the COUNTIES when required by the Acts, acting through the respective Boards of County Commission, or their designees, the plans will be submitted to the proper funding authorities by CareerSource Capital Region.

3. Establishment of the Gadsden, Leon, Wakulla Workforce Development Consortium
The Gadsden, Leon, and Wakulla Workforce Development Consortium (the "CONSORTIUM") is hereby created to be organized as hereinafter provided. Each respective Board of County Commissioners shall identify and designate one individual to serve as their designee on the CONSORTIUM. The designee shall be a voting member. The CONSORTIUM will exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CareerSource Capital Region for final submittal and approval to CareerSource Florida and then the Department of Economic Opportunity. The CONSORTIUM will also exercise approval authority and review of the annual audit as conducted over CareerSource Capital Region for final submittal to the proper funding authorities by CareerSource Capital Region.

4. Duties and Responsibilities of CareerSource Capital Region
The COUNTIES hereby designate CareerSource Capital Region as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Region 5 Workforce Region (the "Program"). In that capacity, CareerSource Capital Region shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. CareerSource Capital Region shall employ personnel to carry out the effective and efficient operation of the Program, as defined in the Workforce Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of the Board and acting in partnership with the COUNTIES as provided herein;

B. CareerSource Capital Region Board shall select a Chief Executive Officer of sufficient competence and experience to organize and train such staff as necessary to conduct the functions and operations of the fiscal and administrative entity as provided herein;

C. CareerSource Capital Region, through the actions of said personnel, as authorized, approved or directed by the CareerSource Capital Region Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required
approval by the COUNTIES, submit them to the appropriate funding authorities for approval;

2. Prepare and submit for approval by the CONSORTIUM, an annual budget for the proper expenditure of all funds allocated to CareerSource Capital Region;

3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable Federal, State or Local Laws;

4. Execute contracts, sub-grants and other agreements necessary to carry out the programs authorized by CareerSource Florida and DEO, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information;

5. Reach agreement with the Governor and CareerSource Florida on local performance measures;

6. Recommend policy and develop program procedures for program management, planning, operation, evaluation and other necessary functions;

7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida Department of Economic Opportunity;

8. Establish and maintain such committees as determined by the CareerSource Capital Region Board of Directors;

9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;

10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts and State of Florida requirements and approved CareerSource Capital Region bylaws, procurement policies, finance and accounting policies;

11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

12. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the CareerSource Capital Region Board of Directors;

13. Coordinate workforce investment activities with economic development strategies regionally and developing strong employer linkages;
14. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;

15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties as required by the Acts, Regulations or State Laws, subject to approval by the respective Boards of County Commissions when approving the Workforce Services Plan.

16. Develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSource Capital Region and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida.

17. Make available to the COUNTIES and the general public through its website, www.careersourcecapitalregion.com, the audit conducted in accordance with OMB Super Circular 900 200 annually.

18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Program;

19. Maintain the required insurance coverage to protect the COUNTIES addressed through this agreement.

D. CareerSource Capital Region shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as CareerSource Capital Region Board may deem appropriate and necessary.

E. CareerSource Capital Region shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph 6(c) herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and CONSORTIUM.

F. CareerSource Capital Region shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the CareerSource Capital Region Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSource Capital Region Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.

G. In order to exercise its independent Program oversight, CareerSource Capital Region shall not serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the CareerSource Capital Region Board of Directors.

H. CareerSource Capital Region shall promote and solicit participation by the business community in the program in order to maximize services to eligible residents of the area.

I. CareerSource Capital Region shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the COUNTIES.
J. CareerSource Capital Region shall approve, in conjunction with the respective Board of County Commissioners, all plans as may be required under the Wagner Peyser (employment services) Act.

K. CareerSource Capital Region shall exert every reasonable and necessary effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

L. CareerSource Capital Region shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes, and applicable IRS regulations and filings.

M. CareerSource Capital Region shall complete and submit all assurances and certifications as required by the funding sources.

5. Duties and Responsibilities of the COUNTIES:

Each Board of County Commissioners is designated as the Chief Elected Officials under the WIOA, and in the capacity as the local grant recipient shall have the following duties and responsibilities:

A. Appoint and reappoint representatives of the private sector members to the CareerSource Capital Region Board of Directors in a timely manner so as to maintain the minimum number of business members required by CareerSource Capital Region’s bylaws, CS/HB 7023 enacted by the 2012 Florida Legislature and as provided in the WIOA.

B. Each Board of County Commissioners shall have the authority to remove an appointed Board Member for cause. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or CareerSource Capital Region standard of conduct to include ethical violation; and/or any conduct the COUNTIES determine to be detrimental to CareerSource Capital Region and/or the County or to the purposes and objectives of the workforce development system. Also removal for violation of the CSCR Board bylaws and policies. Removal of the Chair and/or Officer of the CareerSource Capital Region Board of Directors requires approval by all COUNTIES.

The number of members of the Local Workforce Area (LWA) Board shall be determined by the CareerSource Capital Region in consultation with the Chief Local Elected Official(s), but must remain compliant with the WIOA and the State of Florida legislation.

Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the CareerSource Capital Region Board members shall be three (3) years with a maximum of nine (9) years consecutive service.

A majority of the CareerSource Capital Region Board shall be representative of the private sector, who shall be owners of businesses, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chairperson of the CareerSource Capital Region shall be a representative of the private sector and shall be selected by the membership of the CareerSource Capital Region Board annually with a two year term limit.

The private sector representatives on the CareerSource Capital Region Board shall number twelve (12) and shall be selected in the following manner:
Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIOA and State of Florida.

Such nominations for the CareerSource Capital Region Board shall be representative of the business community described above in optimal business leadership positions such as CEO’s, President’s, Owners, and senior business leaders.

In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:
Leon County Commission, seven (7);
Gadsden County Commission, three (3); and
Wakulla County Commission, two (2).
Depending on the Board make up, these numbers may need to change. The percentage of business positions is based on population percentages of the participating counties in Region 5.

The remaining board memberships shall be filled as specified in the State of Florida and the Workforce Innovation and Opportunity Act. These Members are not nominated by the three (3) respective County Commissions or their designee but prescribed by WIOA;
The Mandatory Partners:
Higher Education (1);
A minimum of 20% with labor designation
Adult Literacy (1)
Government and Economic Development (1)
Economic and Community Development (1)
State Wagner Peyser (1)
Vocational Rehabilitation (1)

The May’s in the Law are:
Community Organization (1)
Youth Organization (1)
Local Educational Agencies (1)
Transportation, Housing, Public Assistance (1)
Philanthropic Organizations (1)
Other Individuals- Local Elected Officials Discretion.

NOTE: Because business must be at least 51% of the Board, additional positions in the “may” section require adding multiple business people to the board. The intent of the WIOA law is to keep the board number low (minimum of 19) and have strategic and effective community business leaders.

B. Maintain communication with CareerSource Capital Region necessary to carry out the objectives of this agreement.

C. Appoint and reappoint members to the CONSORTIUM as defined in Section 3.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CareerSource Capital Region’s approved plans, and as defined in the WIOA.
E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA.

F. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met.

G. Ensure, through CareerSource Capital Region Board meetings and CareerSource Capital Region staff presentations, as well as approval of CareerSource Capital Region policies, reports and other agreements, that CareerSource Capital Region has and maintains adequate administration, controls and management for funds and programs handled by CareerSource Capital Region including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

6. Financial Responsibility for the Program:

As provided in the WIOA, the Board of County Commissioners of the respective counties, as the Chief Elected Officials (CEOs), are not relieved of the liability for the misuse of grant funds by the designation of CareerSource Capital Region as sub-grantee and fiscal agent as provided herein, as authorized by WIOA, and CareerSource Capital Region agrees to the following, in order to provide assurances to and protection for the Chief Elected Officials as to sound fiscal management of the Program in compliance with the Acts:

A. Indemnification. Unless determined to be contrary to applicable law, CareerSource Capital Region shall indemnify, pay the cost of defense, including attorneys’ fees, and hold harmless the respective Boards of County Commissioners, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of CareerSource Capital Region, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the respective Board of County Commissioners.

B. Disallowed Cost Liability. In the event CareerSource Capital Region is found responsible for any disallowed costs, through whatever means, CareerSource Capital Region and the COUNTIES will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CareerSource Capital Region will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds as allowed by the Acts. If CareerSource Capital Region's insurance, bonds, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

C. Additional Financial Assurances. During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the respective Boards of County Commissions reasonably determines that additional financial or performance assurances are necessary to protect the interests of the respective Boards of County Commissions, as the Chief Elected Officials, after written notice to CareerSource Capital Region, the COUNTIES may: (i) require CareerSource Capital Region to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retainage of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the respective Boards of County Commissions reasonably deems
necessary; or (iv) post such security, as the respective Boards of County Commissions reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

7. Term and Termination:

A. **Term.** The term of this Agreement shall commence on the Effective Date or the filing of this interlocal Agreement as provided in paragraph 13 herein, whichever occurs last, and continues through June 30, 2020, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one year terms commencing on July 1 and ending in June 30, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. **Termination for Convenience.** Either Party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.

C. **Termination on Default.**

1. Each of the following shall constitute an Event of Default:

   (a) The failure or refusal by any of the 4 parties to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until a non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting parties within thirty (30) days from the date of such notice;

   (b) The written admission by CareerSource Capital Region that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CareerSource Capital Region to the appointment by a court of a receiver or trustee or the making by CareerSource Capital Region of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business, or the dissolution or revocation of CareerSource Capital Region's corporate charter.

2. Upon the occurrence of an Event of Default, the non-defaulting party (ies) shall have the right to immediately terminate this Agreement upon written notice to the party (ies) in default.

D. **Termination of Funding.** In the event that sufficient budgeted state formula funds are not available for a new fiscal period, the respective Boards of County Commissions shall notify CareerSource Capital Region of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the respective Boards of County Commissions.

8. **Notice:**

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For CareerSource Capital Region: For GADSDEN COUNTY:
For LEON COUNTY: For WAKULLA COUNTY:
Chairperson Chairperson Chairperson

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.
9. Modification:

This Agreement may be modified by the mutual consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

10. Resolution of Disagreements:

A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Gadsden County Board of Commissioners, the Leon County Board of Commissioners, and the Wakulla County Board of Commissioners, the Chairperson of CareerSource Capital Region and each county’s Administrators shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CareerSource Capital Region and COUNTIES within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, nor will CareerSource Capital Region along with the COUNTIES share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. The payment of costs incurred to address the mediation will be determined based on the area of service. (e.g., population, usage of services, etc.)

B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by Law.

11. Severability:

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

12. Filing of Agreement:

This Agreement shall be filed with each county’s Clerk of the Circuit Court.

13. Termination of Original Interlocal:

This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Interlocal between the parties are hereby terminated.
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

__________________________
Gadsden Consortium Member, Eric Hinson

__________________________
Date of Commission Action

APPROVED AS TO FORM:

BY: _______________________
   Gadsden County Attorney

ATTEST: ____________________
         Gadsden County Clerk of the Circuit Court

BY: _______________________
   Gadsden County Clerk of the Circuit Court

LEON COUNTY

__________________________
Leon Consortium Member, Nick Maddox

__________________________
Date of Commission Action

APPROVED AS TO FORM:

__________________________
Leon County Attorney

ATTEST: ____________________
         Leon County Clerk of the Circuit Court

BY: _______________________
   Leon County Clerk of the Circuit Court

WAKULLA COUNTY

__________________________
Ralph Thomas, Chairman

__________________________
June 1, 2015
   Date of Commission Action

APPROVED AS TO FORM:

__________________________
Wakulla County Attorney

ATTEST: ____________________
         Wakulla County Clerk of the Circuit Court

BY: _______________________
   Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a CareerSource Capital Region

__________________________
CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

__________________________
Secretary, Beth Kirkland
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Eric Hinson

July 7, 2015

Date of Commission Action

APPROVED AS TO FORM:

BY: Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

LEON COUNTY

Leon Consortium Member, Nick Maddox

Date of Commission Action

APPROVED AS TO FORM:

BY: Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Wakulla Consortium Member, Jerry Moore

Date of Commission Action

APPROVED AS TO FORM:

BY: Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

BY: Secretary, Beth Kirkland
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

____________________________
Gadsden Consortium Member, Eric Hinson

____________________________
Date of Commission Action

LEON COUNTY

____________________________
Leon Consortium Member, Nick Maddox

____________________________
Date of Commission Action

WAKULLA COUNTY

____________________________
Wakulla Consortium Member, Jerry Moore

____________________________
Date of Commission Action

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

____________________________
CareerSource Capital Region Chairperson, George Banks

____________________________
Secretary, Beth Kirkland

APPROVED AS TO FORM:

BY: _______________________
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _______________________
Gadsden County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _______________________
Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

BY: _______________________
Leon County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _______________________
Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _______________________
Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _______________________
CareerSource Capital Region Chairperson, George Banks

Secretary, Beth Kirkland

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TDD equipment use Florida Relay Service 711.
Executive Committee Meeting  
March 5, 2020  
3:30 PM  

Present:  Kevin Vaughn, Holly Henderson, Tom Eisel, Jonathan Gray, Nina Self, Beth Cicchetti.  
Absent:  Scott Watson  
Staff:  Matt Salera, Dee Robinson, Jim McShane, Kara Palmer, Patricia McCray  
Recording:  Matt Salera.  

I. Call to Order & Welcome  
Vice Chair Jonathan Gray welcomed everyone and called the meeting to order at 3:33  
PM and stated that the public is allowed to participate; however, public comment is  
held to a three (3) minute limit.  

II. Action Item I: January 21, 2020 Meeting Minutes Approval  
Vice Chair Gray asked if everyone had an opportunity to review the January 21, 2019  
Executive Committee meeting minutes, after allowing a few moments for review, he  
asked if anyone had any questions or comments about the minutes.  Vice chair Gray  
stated that his name was misspelled.  Nina noted that the minutes showed her as  
being absent when she was present and the word is was changed to if in the first  
section of the questions section.  Vice Chair Gray asked who took the minutes and  
Matt responded that he completed the minutes after Demetria left the organization  
and stated that we created the minutes based upon Demetria’s notes that he found  
since he did not know he was going to have to prepare the minutes.  

Motion:  Vice Chair Gray called for a motion to approve the January 21, 2020  
Executive Committee meeting minutes.  Motion made by Kevin Vaughn, Holly  
Henderson seconded the motion.  All in favor, motion passes.  

Action Item I approved unanimously.  

III. Action Item II: Budget 19-20 (Unrestricted)  
Matt Salera directed the committee’s attention to the unrestricted budget.  He stated  
that total program funds available is up $7,000 as a result of Talent Innovation Summit  
sponsorships & registration fees that were collected.  He then proposed the creation  
of a new line called indirect costs.  Matt explained that programs created and paid for  
with unrestricted funds still must have indirect costs allocated to them.  He stated that  
while these programs generally bring in more revenue than what expenses total, when  
factoring in indirect; which can run anywhere from 26-32%, the indirect allocation can  
create a deficit which he expects to be just shy of $13,000 by year end.
Questions: Kevin Vaugh asked if indirect costs are salary costs. Matt stated indirect costs are a portion of salary expenses from indirectly charged staff and other costs that accrue indirect costs. Kevin then asked if we allocate $13,000 of indirect costs to our unrestricted funds then would our federal funds accrue $13,000 less in indirect costs and Matt replied yes.

Motion: Vice Chair Gray asked if there was a motion to approve Action Item II. Beth Cicchetti made the motion and Kevin Vaughn seconded. All in favor, motion passed.

Action Item II approved unanimously.

IV. Action Item III: Budget 19-20
Matt Salera then directed the committee to the consolidated budget. Matt Salera then directed the committee to the consolidated budget. He stated that the only change to the budget was to total program funds available which was up $47,305. He said that a grant called WIOA Foundational Skills Initiative for $20,833 was received which will be used to train participants to get ready to work and where soft skills training will be provided. Also, the DEO shared programs grant allocations were up $26,472. He also stated that no budget line items have any proposed changes so the additional $47,305 increase to the federal funds budget increased the overall surplus to $462,377.

Motion: Vice Chair Gray asked if there was a motion to approve Action Item II. Tom Eisel made the motion and Kevin Vaughn seconded. All in favor, motion passed.

Action Item III approved unanimously.

V. Action Item IV: WIOA Four Year Location Plan
Dee Robinson reviewed the four year plan process and stated that feedback from staff was received and reviewed and that the plan was advertised to receive public comment through Monday and the final plan is due to DEO on 3/16. Jim McShane thanked staff for all their contributions who worked together as a team.

Motion: Vice Chair Gray asked if there was a motion to approve Action Item IV. Nina Self made the motion and Beth Cicchetti seconded. All in favor, motion passed.

Action Item IV approved unanimously.

VI. CEO Report – Jim McShane
Received 3 well written proposals for RFP One Stop Operator & Workforce Service Provider from DWFS, Rescare & C2 GPS. All respondents have multi state contracts in the workforce arena.
Leon works is growing exponentially. We have multiple county school districts sending students to this event. They have about 100 businesses participating already registered. We will have a table to provide some workshops at the event on April 2.

FGWA – Meeting set for April 16 in Valdosta. Committees are working and reports will begin to be shared. There are six committees and working on adding value to our efforts. We will be applying for a grant in April.

Tallahassee Housing Authority – we will be setting up an MOA with them and the Boys and Girls club to provide workshops as we do at the Leon County Libraries.

COVID-19 – have held meeting to discuss with board and DWFS senior staff. We will monitor how things go. Staff has been advised to stay home of they fell ill.

Aspire – the LCAN is moving forward and I am on the core team.

Community Advisory Committee – I am Vice Chair and Chair to be next year.


VII. Service Provider Quarterly Report – Dan McGrew
Met 10 of 14 contract measures through midyear. Primarily due to decreases in unemployment and foot traffic. Recruitment events are positive and are generating placements.
Currently focusing on WIOA Youth enrollments. Had 16 enrollments last quarter and 29 during the month of January.

Training budget is fully obligated for the year.

Highlights – Leon County summer youth program application process in progress to 20-30 youth which is open to non-county employers. Steps currently in place to expand employer base.

Customer service initiative launched total net promoter 4 years ago. Had a 33% rate 3 years ago have a 57% rate thus far this year meaning 57% are likely to recommend to other that they had a positive experience at their respective career center.

VIII. Senior Director Report – Kara Palmer Smith
Business & Employer Solutions - so far this program year, the BES team provided almost 7,200 solutions. This includes on-site interviews, job postings, candidate screening, veteran services and recruitment events.
During the months of November & December the BES team presented 0 professional development workshops, generated 7 fee for service (3 social medial advertising, 1
professional development workshop, 1 professional development workshop bundle, 1 basic event package, and 1 office space rental) and 2 sponsorships (IT Sector Round & P4P), totaling $4,294.

In the months of January & February the BES team presented 4 professional development workshops, generated 3 fee for service (social medial advertising, professional development workshop and off-site recruitment) and 3 sponsorships (BPAC, Manufacturing & Healthcare Sector Rounds), totaling $2,197.

REACT Hiring Fair for Cal-Maine went well on Jan. 10. Eight employers and 48 career seekers in attendance. Conduent has issued a WARN and we are trying to work with them. We have also shared information with Earthfare who is closing as well.

We have held 11 Recruitment and Related Events from November through February.

New Employer Relationships: Data Set Ready and Tallahassee Fire Department.

Industry Sector Rounds: Since November, we held the IT, Construction and Health Care Sector Rounds.

Upcoming Events: March 10 – Manufacturing (Sponsor: Danfoss Turbocor) May 5 - IT and Professional Services.

Networking and Community Engagement: Big Bend Minority Chamber, Tallahassee Chamber, Wakulla Chamber, Access Tallahassee, Tal Tech Alliance, Leadership Tallahassee, Tallahassee Young Professionals, Veteran Community Luncheon, TCC Advanced Manufacturing Training Center, Jim Moran Institute is sponsoring next week’s Power Hour, which is sold out.

Executive Center - The Executive Center is currently in transaction as we move to service provider management under the new RFP/Contract.

We will continue holding orientation sessions twice monthly and continue to help as many career seekers as we can.

Special Projects/Grants: Hurricane Michael – National Emergency Grant On Hold. 19 participant career seekers have been placed in employer (permanent). Manufacturing Sector Strategy Grant - We continue to work with manufacturing employers to get them interested in the grant.

Apprenticeship - The Apprenticeship expansion grant has been expanded from IT to also include Health Care, Manufacturing, Construction and the Trades. There are currently 12 registered apprenticeship programs with 7 sponsors in our Region. The goal is to secure five more employers to develop apprenticeships and place career seekers. The Inspired Apprenticeship is going well. They are now looking to bring on more apprentices. Webinars will be forthcoming for those employers who may be interested.

IX. Senior Director Report – Dee Robinson
Monitoring - DEO conducted review in February 24-28 – across programs there were 17 findings and 4 Other Non-Compliance Issues (mostly WP with 7F/2ONC); last year was 16F, 12 ONC (WP 6F, 5 ONC). No other corrections can be made but there may be some rebuttal; final report is anticipated in April; will provide an update at the next meeting.

Performance - Performance Holdback looks at placements, monitoring, case management, retention, and other performance measures more directly related to WIOA Indicators of Performance. Submitted by service provider timely on 2/28/20; internal review and report must be submitted within 60 days. WIOA Indicators of Performance – 14 measures (employed, retention, credential rate). 2nd quarter - Exceeding 7, meeting 4, not meeting 3 (DW median wage for those employed 2nd quarter after exit, Youth employed second quarter after exit AND Youth credential attainment). Continuous Improvement Performance Initiative, more aligned to WIOA, awards based on formula funding, distributed twice yearly. Focused on placement, participant training rate, business penetration – performance for the first and second quarter is available for two of the three measures (employment rate for first quarter after exit has not been posted due to the lag in receiving wage information. CSCR met our performance goal for the Participant Training Rate by improving slightly more than 25% over the baseline which resulted in an incentive. It appears that we are on target to meet for the 2nd quarter as well.

Policy – new policies approved by CSF which includes some related to board governance. Working with Jim to create policy, will come before Board within next quarter.

X. Board Chair Remarks: none.

XI. Adjourn: Motion made by Vice Chair Gray and Kevin Vaughn seconded the motion.

Meeting adjourned at 4:27 PM.

Next Meeting:
May 28, 2020
3:30 PM
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Fairman Consulting, Inc.

<table>
<thead>
<tr>
<th>CONTRACT NAME:</th>
<th>Emerging Initiative - FL/GA Workforce Alliance</th>
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</thead>
<tbody>
<tr>
<td>CONTRACT AMOUNT:</td>
<td>$40,000</td>
</tr>
<tr>
<td>UNIQUE ENTITY IDENTIFIER:</td>
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<tr>
<td>FEDERAL AWARDING AGENCY:</td>
<td>US Department of Labor</td>
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<tr>
<td>PASS-THROUGH ENTITY:</td>
<td>Florida Department of Economic Opportunity</td>
</tr>
<tr>
<td></td>
<td>850-245-7126 Office</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:caroline.womack@deo.myflorida.com">caroline.womack@deo.myflorida.com</a></td>
</tr>
</tbody>
</table>

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into with Fairman Consulting Inc. (hereafter referred to as “Contractor”) of Atlantic Beach, Florida and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as “CSCR”) located in Tallahassee, Florida.

II. PURPOSE
The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce efforts in a shared labor shed. As the Workforce Innovation and Opportunity Act of 2014 states, the local workforce development boards ("LWDBs") are encouraged to create a regional effort that results in better service to the business community and expands the talent availability to meet the demands of our businesses.

This agreement has economic development and an education and training activities component that will define and guide the strategic efforts of the six LWDBs that are a party to this agreement.

The parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of contractual requirements governing the parties' respective programs, services, and agencies.
MEMORANDUM OF UNDERSTANDING

III. CONSULTING SERVICES
Contractor agrees to provide consulting services referred to in their response to the CSCR Request for Quote on delivering an implementation strategy and support for the Florida Georgia Workforce Alliance, (hereafter referred to as “FGWA”). The partners are CSCR, CareerSource North Florida, WorkSource Southwest Georgia, WorkSource Southern Georgia, CareerSource Northeast Florida and WorkSource Coastal.

IV. GOALS
1) Further develop strategies for the sectors that cross the six LWDBs
   - Advanced Manufacturing
   - IT
   - Healthcare
   - Transportation
   - Action items:
     - Organize the business specialists from each LWDB
     - Create ongoing dialogue at regular intervals
     - Look for the commonalities and best practices among LWDBs
     - Share information on key multi-location large employers
       - Designate one individual to manage a central hiring function for the entire group
     - Raise the level of engagement between the LWDBs
     - Create a consensus on coordination for implementation of strategies as outlined in the EDSI report

2) Coordinate initial projects as outlined in the EDSI report
   - Expansion of the Eligible Training Provider List (ETPL) across LWDBs
   - Establish a committee to enhance www.mycareerpaththeagys.org
   - Assist with identification of unique training and educational opportunities that can be shared across LWDBs to meet demand in regions lacking said training
   - Bring the Business Solutions team from each LWDB together at least once for a day of connecting, sharing best practices and discussing new approaches

3) Set a Partner Forum in the spring of 2020 for Economic Development, Education, Chamber of Commerce and Community leaders to discuss the benefits of regionalism

4) Build the necessary structure based upon the Strategic Plan to create an ongoing staffing model to execute the strategies and activities that contractor sets as a foundation for FGWA success.

V. FGWA will provide:
   1) Access to staff that will support the goals of the alliance
   2) Information and data that will support the purposes outlined above
   3) Single Point of Contact between contractor and FGWA
   4) Commitment to make FGWA successful.
VI. CONFIDENTIALITY OF RECORDS
If either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or additional information confidential. The parties shall comply with all laws and regulations concerning the confidentiality of such records, files, or further information to the same extent as such laws and regulations apply to the other party.

VII. TERM
This MOU is valid upon the receipt of all signatures through June 30, 2020. This MOU may be terminated for non-performance or failure to deliver any of the pay points by the established deadline at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this MOU.

VIII. PAYMENT & INVOICE SUBMISSION
Contractor shall submit an invoice to CSCR for each Pay Point listed below. CSCR will process the invoice and submit payment within thirty (30) days of the receipt. Any invoices for fiscal year 19-20 must be paid by July 15, 2020.

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<thead>
<tr>
<th>Pay Points*</th>
<th>Complete</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Initial Engagement, Launch Session</td>
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<td>Project Plan</td>
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<tr>
<td>Project Update/Report</td>
<td>12/15/19</td>
<td>$5,000</td>
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<tr>
<td>Report on Sector Engagements Initiation</td>
<td>1/15/20</td>
<td>$5,000</td>
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<tr>
<td>Project Update and In-person Board Meeting</td>
<td>2/15/20</td>
<td>$5,000</td>
</tr>
<tr>
<td>Marketing Report/Recommendations</td>
<td>3/15/20</td>
<td>$5,000</td>
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<tr>
<td>Partner Forum Finalized</td>
<td>4/15/20</td>
<td>$5,000</td>
</tr>
<tr>
<td>Final Report/Implementation Recommendations</td>
<td>5/31/20</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Total                                                                 $40,000

(*detailed requirements in Addendum 1)

IX. GOVERNANCE
The accountability and responsibility for the MOU is a partnership between the six Local Workforce Development Boards (LWDBs). The LWDBs and their staffs will interact with the consultant and provide the necessary support to achieve the goal of setting up the committees, meetings, and structure to implement the EDSI report.
X. **PROVISIONS**

All contracts over $10,000 must address termination for cause and for the convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. CSCR and the six partners will monitor the level of engagement, activities, and support by contractor and during the time of the MOU, have the option to cancel at any time when CSCR determines that either the activities, performance, attainment of deliverables and or administrative support are insufficient to carry on the required goals set forth in this MOU.

The MOU includes reporting requirements to be determined by CSCR and its partners in the FGWA. To some extent, reporting will be dictated by the Florida Department of Economic Opportunity and the CareerSource Florida Board.

Proprietary right to all data, materials, documentation and products originated and prepared in pursuit of this MOU shall belong exclusively to the FGWA. The contractor will acknowledge and agree that any product and/or deliverable created here under shall be considered “work made for hire” and all rights to said product and/or deliverable shall belong exclusively to the FGWA. The contractor further agrees to execute whatever documents are necessary to legally transfer ownership. For any software created under this agreement as part of the products and/or deliverables, the contractor agrees to provide the software source code in both human and machine readable format upon request of the administrative entity. The contractor also agrees to certify in writing that the products and/or deliverables have been fully tested in the production environment and re-verifies that they are fully operational. The contractor will agree to remedy any deficiency found in subsequent to delivery that is found to be responsibility of the contractor.

The contractor will be prohibited from disseminating products and information developed under the grant without prior written consent of CSCR and FGWA.

Contractor must be in compliance, or agree to comply, with the following federal and state laws and related regulations in order be considered for an award:

- Workforce Innovation and Opportunity Act
- Equal Employment Opportunity Act
- Davis – Bacon Act, as amended
- Contract Work Hours and Safety Standards Act
- Rights to Inventions Made Under Contractor Agreement
- Clean Air Act and the Federal Water Pollution Control Act as amended
- Byrd Anti-Lobbying Amendment
- Debarment and Suspension
- Applicable State of Florida Laws
- State WIOA policies
- 20 CFR parts 667.206 67.410
MEMORANDUM OF UNDERSTANDING

ACCEPTED BY:

CareerSource Capital Region

[Signature]

James H. McShane III, MPA
CEO

9-30-19
Date

Fairman Consulting, Inc.

[Signature]

Larry Fairman, CEO

10/11/19
Date
## ADDENDUM 1*
### Timeframe & Deliverables

<table>
<thead>
<tr>
<th>Date</th>
<th>Activities</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15</td>
<td>Facilitate 10/4 Launch Session in Valdosta</td>
<td>Meeting Summary and Initial Action Steps</td>
</tr>
<tr>
<td>November 15</td>
<td>Project Plan with Action Items, Assignments, Deliverables</td>
<td>Project Plan/Timeline</td>
</tr>
</tbody>
</table>
| December 15| Regional Business Solutions Team  
• Action steps by sector  
Education partners meeting  
• Date and agenda set | Project Update/Report                                             |
| January 15 | Sector roundtables  
• Dates and agendas set                                                        | Sector Report                                         |
| February 15| Meeting of FGWA, partners and contractor representatives                    | Board Meeting Facilitation and Project Update          |
| March 15   | Update on marketing results: learnings, modifications, suggestions          | Marketing Report/Recommendations                       |
| April 15   | Date, place and time set for a regional partners meeting, including agenda, budget, logistics | Final Forum Plan                                     |
| May 31     | Present sustainable action plan, including structure, staffing, budget, prioritized actions, transition strategy | Final Report/Implementation Recommendations           |
| June 30    | Final calls with all committee leaders                                        | Final recommendations and transition assistance       |

*Note: There may be modifications to this timeline as the project evolves*
Memorandum of Agreement
between
CareerSource North Florida, CareerSource Capital Region, CareerSource Northeast Florida
and
The Georgia Department of Labor Career Centers, Thomasville, and Valdosta, & Brunswick
and
WorkSource Southern Georgia, WorkSource Southwest Georgia, and WorkSource Coastal Georgia

Purpose: This Memorandum of Agreement (MOU) is entered into between CareerSource Capital Region (CSCR), CareerSource North Florida (CSNF), CareerSource Northeast Florida (CSNE), and The WorkSource Southwest, WorkSource Southern Georgia, WorkSource Coastal Georgia, and the Georgia Department of Labor Career Centers. This MOU serves to assist all parties in fulfilling regional goals and requirements as outlined in the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Term of Agreement: The agreement is effective from March 1, 2018, to June 30, 2023, and is renewable for subsequent two-year terms if desired.

Roles and Responsibilities: Under this collaborative arrangement, the listed parties agree to the following roles and responsibilities.

- Establish a systematic method of communication between all DOL/WDB parties.
- Work together on hiring needs that affect the region, knowing that workers come from all over the region and cross county and state lines.
- Share information on layoffs, rapid response, company hiring needs, etc. to offer services to companies and job seekers throughout the broader region of North Florida and South Georgia.
- Share information on Career Pathways as it develops, to offer businesses the best talent possible. www.mycareerpathways.org
- Share best practices that serve our common business and job-seeker customers.
- Coordination and cooperation between the Business Services teams when working across the state line on behalf of a business client. Develop protocols for sharing as needed.
- Meet twice a year to assess the effectiveness of the partnership and review joint activities.
- Facilitate local managers meetings twice a year to assure cooperation and collaboration.
- Develop processes to serve job-seeking customers that cross regional boundaries.
- Share regional LWDB policies and coordinate to have the best impact on customers – both business and job seekers.
- Invite state leadership from both Florida and Georgia to attend and provide informational updates. Include state and US Regional DOL/LWDB leadership in communications and planning.
- Communicate needs across the state lines, both ways, whenever requests for assistance to businesses comes in. Example: Georgia business requests Florida assistance with filling jobs, or vice versa.
- Share information on training programs; however, funds to support training will be expended only for a region's job seeker unless a highly unusual circumstance arises. In such cases, an agreement will be reached between two LWDBs.
- Career Centers will serve each other’s customers with Wagner Peyser services no matter where they appear and request assistance finding a job or filing unemployment claim.
- Career Centers will serve each other's customers with Wagner Peyser services no matter where they appear and request assistance finding a job or filing unemployment claim.
- Train front line staff in Employ Georgia and Employ Florida labor exchanges and encourage job seekers to post resumes in both.

This agreement will be monitored by all parties, based on the flow of information and communications, the adoption of any needed protocols, the increase of business usage of each state’s labor exchange, and the coordination between Career Center leadships in serving business and individual customers.

Authorizing Signatures – Board Chair and Board CEO/Executive Director:

[Signature]
2/26/18
Date

[Signature]
02/26/2018
Date
• Train front-line staff in Employ Georgia and Employ Florida labor exchanges and encourage job seekers to post resumes in both.

This agreement will be monitored by all parties, based on the flow of information and communications, the adoption of any needed protocols, the increase of business usage of each state’s labor exchange, and the coordination between Career Center leadership in serving business and individual customers.

Authorizing Signatures – Board Chair and Board CEO/Executive Director:

[Signatures]

Date

[Signatures]

Date
MEMORANDUM OF AGREEMENT

Authorizing Signatures – Board Chair and Board CEO/Executive Director:

Darryl Register, Chair

Bruce Ferguson, Jr., President

Date

5/11/13

Date

5/11/13
This agreement will be monitored by all parties, based on the flow of information and communications, the adoption of any needed protocols, the increase of business usage of each state’s labor exchange, and the coordination between Career Center leadership in serving business and individual customers.

Authorizing Signatures – Board Chair and Board CEO/Executive Director:

Myra M. Ballard  
6-13-18  
Date

[Signature]  
6-13-18  
Date
MEMORANDUM OF AGREEMENT

- Career Centers will serve each other’s customers with Wagner Peyser services no matter where they appear and request assistance finding a job or filing unemployment claim.
- Train front-line staff in Employ Georgia and Employ Florida labor exchanges and encourage job seekers to post resumes in both.

This agreement will be monitored by all parties, based on the flow of information and communications, the adoption of any needed protocols, the increase of business usage of each state’s labor exchange, and the coordination between Career Center leadership in serving business and individual customers.

Authorizing Signatures – Board Chair and Board CEO/Executive Director:

[Signatures and dates redacted]

Date 5/23/18

Date 5/23/18

WS SWGA
• Career Centers will serve each other's customers with Wagner Peyser services no matter where they appear and request assistance finding a job or filing unemployment claim.
• Train front line staff in Employ Georgia and Employ Florida labor exchanges and encourage job seekers to post resumes in both.

This agreement will be monitored by all parties, based on the flow of information and communications, the adoption of any needed protocols, the increase of business usage of each state's labor exchange, and the coordination between Career Center leaderships in serving business and individual customers.

Authorizing Signatures – Board Chair and Board CEO/Executive Director:

Date 4/27/18

Date 4/27/18
FLORIDA VOCATIONAL REHABILITATION & EMPLOYMENT
LOCAL MEMORANDUM OF UNDERSTANDING

August 2017
Section I

Purpose
The Department of Veterans Affairs (VA), Vocational Rehabilitation and Employment (VR&E) Service, the Department of Labor, Veterans' Employment and Training Service (VETS), and the federally funded State Agency (SA) partners agree that the successful readjustment of disabled Veterans into the civilian workforce is a mutual responsibility and concern. In order to advance, improve, and expand the employment opportunities for Veterans with disabilities, all parties of this memorandum of understanding (MOU) commit themselves to active cooperation and coordination in meeting the goals set forth in this agreement.

References

Scope
VR&E, VETS, and SA agree to provide a seamless employment transition that will eliminate duplication, fragmentation or delay in delivery of employment services leading to the ultimate goal of successful career selection, placement, and rehabilitation for Veterans enrolled in the Chapter 31 program.

Section II

Cooperating Agencies
The undersigned parties to this agreement represent the VR&E Division of the St. Petersburg, FL and Montgomery, AL VA Regional Offices, Florida VETS office, and Florida Department of Economic Opportunity.

Section III

Referral Process
An effective and efficient referral process has been cited by all partners as one of the keys to the success of this interagency effort. It is essential that the agency making the referral and the agency receiving the referral develop and implement specific standards for coordinated service delivery to Veterans.

Referral Criteria for Labor Market Information and Employment Services
VR&E staff will refer 100 percent of all Veterans who have been found entitled to services
for labor market information (LMI) to the SA, as described in Section III of the TAG, with the following exceptions:

1. Veterans for whom achievement of a vocational goal has been determined infeasible; and
2. Veterans already working in a suitable career or job when entering the program but who require a job accommodation, are seeking additional training to retain their current employment, or require new suitable employment in the same career.

VR&E staff will refer 100 percent of all Veterans in the Chapter 31 program in Job Ready (JR) Status to the SA, as described in Section III of the TAG, with the following exceptions:

1. Veterans who are already suitably employed in an occupation that does not exacerbate their existing service-connected disability at the time the job ready decision is made.
2. Veterans who are job ready and decide to pursue additional education outside the Chapter 31 program, rather than pursuing employment.

Relationships and Responsibilities
The Director for Veterans' Employment and Training (DVET) is the link between the VR&E Division and the SA that provides employment services. He/she coordinates efforts by all involved parties to ensure this agreement is implemented with effective coordination and liaison.

The DVET will:
- Communicate and coordinate activities with VR&E, ISCs, SA, and American Job Center (AJC) staff
- Provide technical assistance to improve the program and activities to resolve procedural issues
- Identify activities to resolve complaints from Chapter 31 Veterans
- Work with the SVPC in the coordination of professional training for AJC staff from the National Veterans' Training Institute (NVTI) and other sources, as appropriate
- Reconcile and distribute the VETS 201 Report
- Report and share Chapter 31 Veterans' success stories
- Conduct and facilitate quarterly meetings with SVPC, ISCs and VR&E to ensure that program objectives are being met
- Monitor SA efforts toward filling the Intensive Services Coordinator (ISC) position, ensuring that all staff openings that impact this agreement are filled in an expedient manner
- Share information with VR&E as described in Section II of the TAG
- Provide local labor market information through coordination with SA staff to VR&E that can be used to develop training objectives that have the best probability of resulting in positive employment outcomes

The Vocational Rehabilitation and Employment Officer (VR&EO) is VA's link between the DVET and the VR&E office. He/she ensures effective coordination and liaison between the DVET, SA, and VR&E staff to implement this agreement.
The VR&E or his/her representative will (as described in Section II of the TAG):

- Communicate and coordinate activities with the DVET and SA/Workforce Investment Board/AJC
- Provide technical assistance to improve the program and activities to resolve procedural issues
- Attend the quarterly meetings facilitated by the DVET
- Work with the DVET to obtain labor market information and specific employment opportunities from AJC staff that can be matched with participating Veterans
- Report and share Chapter 31 Veterans' success stories
- **Provide work space and supplies to AJC staff assigned to the VR&E office (which may include office or work space, telephone, fax and data lines, normal office supplies, Internet access, and appropriate access to the VA electronic system)**
- Facilitate professional training for AJC staff from VA sources
- Ensure the referral of Chapter 31 Veterans for labor market information and employment services, as established in the referral criteria
- Provide notification to the AJC staff no later than 60 days prior to a Veteran completing Chapter 31 training, or immediately, in the case of the eligible Veteran being assigned to employment-related service for direct placement
- Designate and assign VR&E staff to coordinate activities with AJC staff and implement procedures established in the Technical Assistance Guide (TAG)
- Reconcile and validate the information included on the VETS 201 Report

The VR&E Vocational Rehabilitation Counselor (VRC), Counseling Psychologist (CP), or Employment Coordinator (EC) is the primary point of contact for referrals within VR&E.

The VR&E VRC/CP/EC will:

- Facilitate timely provision of all information relative to employment issues for Chapter 31 Veteran to the AJC staff on a continual basis until the Veteran becomes employed, including information regarding job placement when reported by the Veteran
- Refer Chapter 31 Veterans to the appropriate AJC staff for labor market information and employment services, as established in the referral criteria
- Participate in VR&E Employment Readiness Workshops and the VR&E Job Lab
- Report VR&E procedural problems to the VR&EO
- Identify activities that help the Veteran determine an appropriate employment or training plan, to include apprenticeship, On-the-Job training (OJT), and non-paid work experience
- Assist and refer Veterans who desire employment while completing their rehabilitation plan
- Secure suitable employment for referred Veterans consistent with their rehabilitation plan
- Provide notification to the AJC staff no later than 60 days prior to a Veteran completing Chapter 31 training, or immediately, in the case of the Veteran being assigned to employment service for direct placement services
- Include in the rehabilitation plan an employment objective requiring Veterans who need employment services to be referred to the SA; payment of Employment Adjustment Allowance (EAA) is contingent upon compliance as outlined in the Individual Written Rehabilitation Plan (IWRP)
- Leverage other agencies and resources to enhance employment opportunities for Chapter 31 Veterans

The SA, through its Veterans Program Coordinator (VPC) or similarly designated position helps to ensure effective coordination and liaison between the DVET, VR&E staff, and AJC staff to include the Disabled Veterans’ Outreach Program (DVOP) specialist and other AJC staff who implement this agreement.

The SA will:
- Provide programmatic supervision of the SA ISC
- Coordinate with the DVET on staffing levels at VR&E locations and work to ensure that all open positions that impact this agreement are filled on a priority basis
- Communicate and coordinate activities described in this agreement and Sections I, II and III of the TAG with the DVET and VR&E staff
- Provide necessary training and/or technical assistance to the ISC, DVOP specialist, and AJC staff supporting this agreement
- Attend the quarterly meetings facilitated by the DVET
- Provide technical assistance to improve the program and activities to resolve procedural issues
- Facilitate job search and placement activities for Chapter 31 Veterans statewide

The ISC, who may be out-stationed at the VA Regional Office, is the primary point of contact for Chapter 31 referrals to the SA.

The ISC will:
- Participate in VR&E Employment Readiness Workshops and the VR&E Job Lab
- Refer Chapter 31 Veterans entering the job-search phase of rehabilitation to appropriate AJC staff
- Monitor and assess services provided to Chapter 31 Veterans by AJC staff
- Coordinate and support outreach activities with employers, apprenticeship programs, and other training sites in an effort to increase employment opportunities for Veterans participating in the Chapter 31 program
- Collect and tabulate monthly case-management reports from AJC staff who provide employment services to Chapter 31 Veterans on a monthly basis
- Act as a liaison between SA and VR&E staff
- Report VR&E procedural problems to the appropriate VR&E, SA, and VETS staff, including the VPC
- Coordinate, reconcile, and distribute the Chapter 31 VETS 201 Report on a quarterly basis

The SA, through its DVOP specialists and AJC staff, provides intensive services to Veterans participating in the Chapter 31 program. Additionally, the SA through its Local Veterans’ Employment Representative (LVER) staff and other AJC staff provides outreach and assistance to employers on behalf of veterans with service-connected disabilities.

The DVOP specialists and other AJC staff will:
- Assist VR&E and the Veteran in determining an employment or training plan, to include apprenticeship and on-the-job training
- Provide VR&E case managers with current LMI as it pertains to specific cases
- Coordinate Chapter 31 Veteran participation in outreach activities with employers, apprenticeship programs, and other training sites that are coordinated by other AJC staff to increase employment opportunities for Veterans participating in the Chapter 31 program
- Provide job development
- Maintain bi-weekly contact with Chapter 31 Veterans who have completed their training and are referred from VR&E for employment services
- Provide the ISC a monthly progress report no later than the end of the first week of the month, to include number of contacts, job referrals, job developments, and other issues encountered in providing employment services to Chapter 31 participants
- Leverage other agencies and resources to enhance employment opportunities for Chapter 31 Veterans
- Assist Veterans seeking employment while completing their rehabilitation plan
- Create and maintain case files for referred job-ready Chapter 31 Veterans
- Assist the Chapter 31 Veteran to secure suitable employment as identified by VR&E for referred Veterans
- Provide quarterly updates to the VETS 201 Report to the ISC
- Notify VR&E and the ISC when a Chapter 31 Veteran may be seeking employment that the VR&E cannot consider as suitable employment

Orientation, Staff Training, and Development
The VR&E, DVET, and SA agree to train newly assigned staff on the procedures established in the TAG to ensure effective implementation of this agreement.

Exchange of Information
VR&E, DVET, and SA will share information relevant to finding or developing employment opportunities for Chapter 31 Veterans. Enhancing these relationships will make it more likely that Veterans with disabilities are directed into short-term occupational training programs that can get them into high-demand jobs faster. All information from interviews, counseling, testing, and assessment will be used by each agency under documented consent from the Veteran participant in accordance with applicable privacy and confidentiality statutes including 5 U.S.C. § 552a (the Privacy Act), 38 U.S.C. §§ 5701 (Confidential Nature of Claims), and 7332 (Confidentiality of Certain Medical Records). The Veteran's written consent must accompany the exchange of information in the form of a VA Form 10-5345, Request for and Authorization to Release Medical Records or Health information. If information subject to 38 U.S.C. § 7332 is released, the notice required by 38 C.F.R. § 1.476 must accompany the exchange of information. This information has been disclosed to you from records protected by Federal confidentiality rules (38 CFR Part 1). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 38 C.F.R. Part 1. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient or patient with sickle cell anemia or HIV infection. The SA must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. The SA

**Cooperation on Emphasis under Federal Contracts**

VR&E supports the SA’s role to assist federal contractors who are required to list jobs with AJCs under the provisions of 38 U.S.C. § 4212, the Veterans' Benefits Improvement Act of 1994 (PL 103-446) and the Jobs for Veterans Act (PL 107-288). The SA and VETS will employ all resources available to identify and contact federal contractors for the purpose of offering assistance to contractors to employ service-connected disabled Veterans.

**Relationships on Veterans' Reemployment Rights**

Under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 (38 USC 4301-4335), the U.S. Department of Labor, through VETS offices located in each state, will assist Veterans making claims under USERRA. The law specifically provides protection for Veterans with disabilities, including the requirement that employers make reasonable efforts to accommodate for a disability in the reemployment of Veterans with disabilities incurred or aggravated by their military service. VR&E and the SA will refer Veterans making a claim under USERRA to VETS. If necessary, VETS will investigate claims under USERRA, as provided by law.

**Coordination of Counseling, Training, and Job Placement**

In recognition that coordination is a key element to success, VR&E, VETS, and AJC staffs agree to work as a team to ensure the fullest integration throughout all phases of the rehabilitation process.

**Effect of Agreement**

This MOU does not constitute nor require an obligation of federal funds, nor does it give rise to a legally-cognizable partnership or joint venture. It does not authorize the expenditure or reimbursement of any funds, nor does it obligate the parties to expend appropriations or enter into any contract or other obligation. All obligations of the parties under this MOU shall be subject to the availability of funds and resources for such purposes. Each party to this agreement agrees to bear its own costs in carrying out its responsibilities. Any reimbursement of funds between the parties to the MOU shall be done by separate agreement in accordance with applicable federal law and regulation.

**Effective Date and Duration**

This MOU shall become effective upon the date of the final signature of the undersigned parties. Unless extended by amendment or approved for extension without amendment, and subject to the availability of appropriated funds, this MOU will remain in force and effect for a period of three (3) years after the effective date, at which point it shall terminate without any further action required by any party.

Should disagreements arise on the interpretation of provisions of this agreement or amendments and/or revisions thereto, the parties will follow the Redress Procedures outlined in Section VI of the TAG.

This agreement is an internal Government agreement and is not intended to confer any right
upon any private person.

Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting any agency's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities.

Memorandum of Understanding

Between

The U.S. Department of Veterans Affairs
Vocational Rehabilitation and Employment Service

The U.S. Department of Labor
Veterans' Employment and Training Service

and

The State of Florida
Department of Economic Opportunity

Cory A. Hawthorne
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Kim C. Lloyd
VR&E Officer
U.S. Department of Veterans Affairs
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Bay Pines, FL 33708
(727) 319-7935
kim.lloyd@va.gov

Signature: [Signature]
Date: Aug. 10, 2017

Signature: [Signature]
Date: 9/25/17

Signature: [Signature]
Date: September 8, 2017
Bernadette Walsh  
Director for Veterans' Employment and Training Service  
U.S. Department of Labor  
The Holland Building  
600 South Calhoun Street, Suite 154  
Tallahassee, FL 32399  
(850) 717-0765  
Walsh.bernadette@dol.gov

Signatures:  
Date: 27 Jul 2017

Theresa “Cissy” Proctor  
Executive Director  
Department of Economic Opportunity  
107 East Madison Street  
Tallahassee, FL 32399  
(850) 245-7298  
Theresa.proctor@deo.myflorida.com  
Cissy.proctor@deo.myflorida.com

Signature:  
Date: 11/2/17
This plan represents the efforts of CareerSource Capital Region to implement the Workforce Innovation and Opportunity Act in the following counties:

- Gadsden County
- Leon County
- Wakulla County

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

**Workforce Development Board Chair**

[Signature]

Michael Scott Watson

Name (printed or typed)

**CSCR Board Chair**

Title

4/8/2020

Date

**Chief Elected Official (Leon)**

[Signature]

Commissioner Nick Maddox

Name (printed or typed)

**Chief Elected Official**

Title

4/7/2020

Date
Chief Elected Official (Gadsden)

Signature
Eric Hinson
Name (printed or typed)
Commissioner
Title
4/16/2020
Date

Chief Elected Official (Wakulla)

Signature
Commissioner Quincee Messersmith
Name (printed or typed)
wakulla County Commissioner
Title
4/8/2020
Date
This plan represents the efforts of CareerSource Capital Region to implement the Workforce Innovation and Opportunity Act in the following counties:

- Gadsden County
- Leon County
- Wakulla County

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

**Workforce Development Board Chair**

[Signature]

Michael Scott Watson

Name (printed or typed)

**CSCCR Board Chair**

Title

4/8/2020

Date

**Chief Elected Official (Leon)**

[Signature]

Commissioner Nick Maddox

Name (printed or typed)

**Chief Elected Official**

Title

4/7/2020

Date
Chief Elected Official (Gadsden)

Signature

Eric Hinson

Name (printed or typed)

Commissioner

Title

4/16/2020

Date

Chief Elected Official (Wakulla)

Signature

Commissioner Quincee Messersmith

Name (printed or typed)

Wakulla County Commissioner

Title

4/8/2020

Date
CSCR Consortium Meeting
January 15, 2020
9:00 AM

**Present:** Commissioner Maddox, Commissioner Quincee Messersmith, Commissioner Hinson (arrived at 9:45)

**Staff:** Jim McShane, Dee Robinson, Kara Palmer Smith, Matt Salera, Charlotte Brown.

**Recording:** Jim McShane

**Called to order** at 9:13 am by Commissioner Maddox (Leon).

Jim reviewed the SB1244 under consideration by the legislature that puts CareerSource Florida under DEO. He talked about the reason behind this move driven by the Tampa/Pinellas issue two years ago and pressure from the Governor and the US Department of Labor. Jim informed the elected officials that there is an issue with Gainesville at this time, and Rusty from CSCitris Levy Marion has temporarily taken over CareerSource North Central Florida until the board leadership and elected officials decide how to proceed to replace their administrative entity. That entity and its staff were fired in early December.

Jim continued to share information on the expected budget and the loss of 12 positions this program year. If we go into recession and unemployment goes up, then we will be severely understaffed to handle the demand and the years of building the CareerSource reputation statewide will be trashed.

The Request for Proposal is out for service provider and One-Stop Operator, and our new 4-year plan will be posted in early February for public review.

The US Department of Labor, because of the issues surrounding Tampa and Pinellas where DEO failed in its monitoring of these two entities, is expecting more participation by the local elected officials in the appointment process. Therefore, today we are having our annual meeting of the CSCR Consortium, which is composed of the three county commissioners appointed to represent their counties on this consortium.

Questions were asked of the commissioners for the 4-year plan.

Q1. How do you think CSCR is doing serving your constituents?
Leon – Very well, liked the outreach into the community (Leon County Library System outreach)
Wakulla – Our Wakulla office has been a star in the community
Gadsden – Appreciated our help after Hurricane Michael
Q2. What services can CSCR improve on doing in the community?
Commissioners liked what we are doing, that we keep them up-to-date with the once a year annual report to the Commission.

Commissioner Messersmith asked if we had a CNA program, Dee answered yes
So we have minimum wage postings? Yes
Jim expanded on the fact that many of the employers are finding it hard to find the talent they need because their hourly rate is not competitive.

Jim talked about the summer jobs program in Tampa for this coming summer where the county put in $150,000, CSTB put in $600,000 in WIOA youth and the business community stepped up to reach a total of $1.5M. Jim explained that outside funds could broaden our ability to reach those youth in need of help but do not meet the federal WIOA requirements.

Q3. Any disadvantaged population that we need to be aware of serving?
Commissioner Messersmith said transportation is the biggest issue. Dee added that she sits on the regional FDOT committee for multiple counties that work with the transit providers to address these issues.

Commissioner Maddox liked the skilled labor apprenticeship program and thought this could be expanded. He talked about working with the Tallahassee Housing Authority. Jim responded that he has tried over the six years in this position to engage and find ways to leverage our work with adults and youth but cannot get the THA to engage.

He also is interested in the ALICE population and how we can help in the elimination of poverty. Getting people in a job so they can earn a living wage is the workforce board’s goal. The CSCR staff counsels job seekers. CSCR partners with Community Action in their “Getting Ahead in a just getting by world.” We promote CTE with the students we come in contact with as an alternative to college. We are promoting apprenticeships as the earn while you learn model to develop a trained pipeline for the employers.

Commissioner Hinson enters: 9:45am

Q1. How are we doing in Gadsden County? A. Very good but room for improvement with the homeless population.

Jim-. Summer jobs – talked about what Tampa is doing and that the focus is on those students most likely to need to be employed out of high school. CSCR can mostly serve out of school youth with our youth money. We would prefer to be active in the schools.
With outside money we could provide the essential skills training in the Dynamic Futures™ program we provide to more youth. These are the skills (aka soft skills) that employers complain about the most.

Discussion ensued about St. Marks Powder and if CSCR is engaged with them – Yes we are. There is a Gadsden County board position opening currently we are trying to fill.

The meeting adjourned at 9:56am
I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as “CareerSource”).

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by
MEMORANDUM OF UNDERSTANDING

each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide “CareerSource” branding of each center.
MEMORANDUM OF UNDERSTANDING

6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner’s meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single “umbrella” MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner’s authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions.
the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(f) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of:

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
MEMORANDUM OF UNDERSTANDING

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VII. TERM

This MOU is effective upon the receipt of all signatures through June 30, 2020 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system’s organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.
MEMORANDUM OF UNDERSTANDING

SIGNATURES

Chief Elected Official:

__________________________
Signature

__________________________
Printed Name

__________________________
Date

Partner:

__________________________
Signature

__________________________
Printed Name/Title

__________________________
Date

CareerSource Capital Region:

__________________________
Signature

__________________________
Printed Name/Title

__________________________
Date
Leon One Stop Infrastructure Costs & Benefits

AARP Infrastructure Benefits Provided:

<table>
<thead>
<tr>
<th>Program Contribution Per Participant</th>
<th>2017 Rate</th>
<th>Hours</th>
<th>Weeks/Year</th>
<th>Sub</th>
<th>7.65% Benefits (FICA 6.2%, Medicare $1.45%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant 1</td>
<td>$8.10</td>
<td>20</td>
<td>52</td>
<td>$8,424.00</td>
<td>$644.47</td>
<td>$9,068.47</td>
</tr>
<tr>
<td>Participant 2</td>
<td>$8.10</td>
<td>20</td>
<td>52</td>
<td>$8,424.00</td>
<td>$644.47</td>
<td>$9,068.47</td>
</tr>
<tr>
<td><strong>Total AARP Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$18,136.94</strong></td>
</tr>
</tbody>
</table>

AARP Infrastructure Costs:

- CSCR Monthly Rent: $22,979.04
- Total Square Feet: 18,572.00
- CSCR Cost Per Square Foot: $14.85
- Sub Lessor Office/Cubicle Square Feet: $80.00
- Sub Lessor Shared Square Feet: 4,390.00
- Total Partner Square Feet: 4,470.00
- Total CSCR FTE's: 73.00
- Total Leon FTE's: 36.00

**Sub Lessor Infrastructure costs**

- Rental of Facility Office/Cubicle: $98.98
- Rental of Facility Shared Space: $150.88
- Furniture: $4.78
- Supplies: $15.00
- Computer: $15.32
- Switchboard/Greeter: $33.33
- Copier: $6.52
- Phone: $28.30
- Internet: $23.34
- Utilities: $-

**Monthly Rent**: $376.45

**Annual Grand Total = $4,517.40**

AARP Share of Infrastructure Costs: $0
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Lea County Schools Adult & Community Education (ACE)

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

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MEMORANDUM OF UNDERSTANDING

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- Employment and training programs;

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[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

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III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

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MEMORANDUM OF UNDERSTANDING

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order to establish and maintain an effective and successful One-stop system.

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comprehensive array of education, human service, job training, and other workforce
development services to persons with disabilities within the Leon, Wakulla, and Gadsden
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programs, services, and agencies.

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Gadsden Boards of County Commissioners have designated CareerSource Capital
Region to act as the administrative entity, grant recipient and fiscal agent for this area.
CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding
improvements, changes, and/or additions.

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through the One-stop system in accordance with published policies and procedures
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limited to, the allowable activities described in the WIOA and related legislation for:
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5. Maintain the statewide “CareerSource” branding of each center.
MEMORANDUM OF UNDERSTANDING

6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

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Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
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VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

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(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

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(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of:

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

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MEMORANDUM OF UNDERSTANDING

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

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MEMORANDUM OF UNDERSTANDING

SIGNATURES

Chief Elected Official:

Signature

Printed Name

Date

Partner:

Signature

Printed Name/Title

Date

CareerSource Capital Region:

Signature

Printed Name/Title

Date
MEMORANDUM OF UNDERSTANDING

Leon One Stop Infrastructure Costs & Benefits

ACE Infrastructure Benefits Provided:

Teacher hourly salary and benefits: $30.89. ($30.89 X 27 hours per week X 40 weeks) = $33,361.20
Materials and Supplies (annual): $3,250
  • Consumable supplies -$1,500.00
  • 7 computers @ $250.00 per = $1,750.00

Annual Grand Total = $36,611.20

ACE Infrastructure Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>22,979.04</td>
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<tr>
<td>Total Square Feet</td>
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<tr>
<td>CSCR Cost Per Square Foot</td>
<td>$14.85</td>
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<tr>
<td>Sub Lessor Office/Cubicle Square Feet</td>
<td>304.00</td>
</tr>
<tr>
<td>Sub Lessor Shared Square Feet</td>
<td>4,380.00</td>
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<tr>
<td>Total Partner Square Feet</td>
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</tr>
<tr>
<td>Total Leon FTE's</td>
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<td>Total CSCR FTE's</td>
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<tr>
<td>Hours/FTE</td>
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Sub Lessor Infrastructure costs

<table>
<thead>
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<tbody>
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<tr>
<td>Rental of Facility Shared Space</td>
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<tr>
<td>Furniture</td>
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<td>Supplies</td>
<td>$30.00</td>
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<td>Computer</td>
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<td>Switchboard/Greeter</td>
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<td>Phone</td>
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<td>Internet</td>
<td>$23.34</td>
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<td>Utilities</td>
<td>$</td>
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<tr>
<td>Monthly Rent</td>
<td>$624.79</td>
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</table>

Annual Grand Total = $7,497.48

ACE Share of Infrastructure Costs: $50
MEMORANDUM OF AGREEMENT
Between
CareerSource Capital Region (CSCR)
And
Big Bend Minority Chamber of Commerce (BBMC)

This document is designed to identify and support the vital relationship between the Big Bend Minority Chamber of Commerce and CareerSource Capital Region.

The Big Bend Jobs and Education Council, Inc. dba CareerSource Capital Region (CSCR) is the designated Local Workforce Investment Area (LWIA 05) serving Leon, Gadsden and Wakulla Counties. As a partner with the BBMC, CSCR will continue to supply pertinent labor market information and trends, and is the preferred talent supplier for the region. Talent availability is a key component for business decisions to locate, relocate and expand.

The BBMC is the designated entity that promotes business and economic development for women and minorities in a five-county area of north Florida that includes Leon, Gadsden, Jefferson, Wakulla and Franklin. The BBMC is empowered to foster major initiatives, promote business attraction, work to retain local businesses and to encourage small business growth and create new jobs.

The BBMC envisions a community where any individual desiring to grow an idea, start a business, scale a business, or sell a business, will find themselves immersed in fully-accessible economic, political and entrepreneurial ecosystems that are robust, vibrant, and capable of consistently providing support toward the successful pursuit and achievement of their enterprise goals.

Term of Agreement: The agreement is effective for the period of July 1, 2019 to June 30, 2022 and is renewable for subsequent three-year terms, if required.

Confidentiality: This relationship recognizes that in the business attraction process, a high level of confidentiality is required. Both parties agree to honor the request for confidentiality of prospects considering the region for expansion.

Data: Both parties understand the need for good quality data in the site selection process. As new tools for mapping become available to better target the business community, both parties can become more strategic in coordinating efforts and in sharing business intelligence data whenever possible.

EEOC: Both parties agree to provide equal opportunity for employment and advancement opportunities. Employment decisions will be based on merit, qualifications, and abilities. The BBMC and CSCR will not discriminate in providing employment opportunities or practices based on race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, political affiliation or belief, or any other characteristic protected by law.

The BBMC agrees to the following:
• Include the CSCR CEO as a voting member/investor on the BBMC Board of Directors.
• Include CSCR as a partner in marketing and outreach efforts including media, webpage, collaborative marketing materials and events.
• Actively engage CSCR staff in workforce activities related to business attraction, expansion and retention by the BBMC staff.
• Actively engage communications between CSCR and BBMC staff on business expansion and/or downsizing notices.
• Actively market the services that CSCR offers to businesses; including the strategic distribution of CSCR marketing materials in BBMC mailings, on-site outreach literature, and BBMC events.
• Recommend Employ Florida to all BBMC members as the first choice for talent needs. www.employflorida.com/.
• Refer BBMC members to the Business Solutions Team for support and assistance in finding capable employees.
• Establish a quarterly meeting with the two staffs, alternating between locations, to ensure open and consistent communications with CSCR CEO, Senior Director, and BES Team along with the CEO, VP's and other designees of the BBMC leadership. The goal of this meeting is to share strategies and pertinent information on the local business and employment environment and expectations of the partnership as conditions in the employment world change.
• Schedule the CSCR CEO to speak before the BBMC membership at least once a year.
• Provide the recommendation letters for CSCR board membership to Leon, Gadsden or Wakulla County as required by the Workforce Innovation and Opportunity Act of 2014.
• For this investment, the CSCR CEO will be granted complimentary access to all BBMC activities, and two CSCR employees will be granted complimentary access to select BBMC events at no charge.

CSCR Agrees to the following:
• Provide BBMC marketing materials in the business services folder left on each business call.
• Provide labor market trends and data as requested.
• When requested, provide experienced Account Executives or CSCR designated staff to accompany BBMC on calls related to business recruitment, expansion and retention prospects.
• Communicate layoffs and other shifts in the employment market that are important to the BBMC from a business intelligence point of view.
• Provide continued communications as needed to support BBMC’s business engagement.
• Work with the BBMC leadership to address chronic BBMC staffing issues and assist in providing guidance, support, HR solutions, or other assistance to address and resolve the matter.
• When feasible: provide letters of support, letters of reference, letters of recommendation, advocacy or endorsements for BBMC initiatives including BBMC fundraising and development, BBMC pursuit of partnerships, BBMC efforts to secure representation on specific board and committees, and the like.

Investment: The CSCR Board will make a recurring annual investment of Two Thousand Dollars ($2,000.00) on July 1st of each year as payment for board membership. This

[Signature]
Antonio Jefferson
Interim President
Big Bend Minority Chamber

[Signature]
Jim McShane, MPA
Chief Executive Officer
CareerSource Capital Region

Page 2 of 2
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Capital Area Community Action Agency, Inc.

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by
MEMORANDUM OF UNDERSTANDING

each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single “umbrella” MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner’s authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In
MEMORANDUM OF UNDERSTANDING

the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of-

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
MEMORANDUM OF UNDERSTANDING

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VIII. TERM

This MOU is effective upon the receipt of all signatures through June 30, 2020 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.
MEMORANDUM OF UNDERSTANDING

SIGNATURES

Chief Elected Official:

Signature

Nick Maddex

Printed Name

12/19/17

Date

Partner:

Signature

Tim Center

Printed Name/Title

12/12/2017

Date

CareerSource Capital Region:

Signature

James H. McShane III, CEO

Printed Name/Title

12-1-17

Date
MEMORANDUM OF UNDERSTANDING

Wakulla One Stop Infrastructure Costs

<table>
<thead>
<tr>
<th>CACAA Infrastructure Costs:</th>
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<tbody>
<tr>
<td>CSCR Monthly Rent</td>
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<tr>
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<td>Sub Lessor Shared Square Feet</td>
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<td>Total CSCR &amp; Partner FTE’s</td>
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<td>Total Wakulla FTE’s</td>
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<td>Receptionist</td>
<td>$</td>
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<tr>
<td>Supplies</td>
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<td>Copier</td>
<td>$ 24.87</td>
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<td>Phone</td>
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Gadsden One Stop Infrastructure Costs

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<td>Total Quincy FTE’s</td>
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<td>Total CSCR FTE’s</td>
<td>73.00</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Rental of Facility Office/Cubicle</td>
<td>$ 199.04</td>
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MEMORANDUM OF UNDERSTANDING

<table>
<thead>
<tr>
<th>Item</th>
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<td>Computer</td>
<td>-</td>
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<td>Switchboard/Greeter</td>
<td>33.33</td>
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<td>Copier</td>
<td>21.33</td>
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<td>Internet</td>
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<td>-</td>
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<td><strong>Monthly Rent</strong></td>
<td><strong>330.40</strong></td>
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</table>
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Corp for Com and Econ Dev United, Inc.

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that Includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;
MEMORANDUM OF UNDERSTANDING

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(c) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(e)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.
MEMORANDUM OF UNDERSTANDING

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.
MEMORANDUM OF UNDERSTANDING

6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner’s authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act
MEMORANDUM OF UNDERSTANDING

of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(l) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of:

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(i) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.
MEMORANDUM OF UNDERSTANDING

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VIII. TERM

This MOU is effective upon the receipt of all signatures from May 21 through September 30, 2019. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.
MEMORANDUM OF UNDERSTANDING

Leon One Stop Infrastructure Costs

Monthly Rent

Wakulla One Stop Infrastructure Costs

Monthly Rent

Gadsden One Stop Infrastructure Costs

Monthly Rent

Total CACAA Infrastructure Costs:

$183,125
MEMORANDUM OF UNDERSTANDING

Partner:
Patricia McGill
Signature:
Patricia McGill, Executive Director Corp for Comm. & Econ Dev Under
Printed Name/Title:
5/24/2019
Date:

CareerSource Capital Region:
Signature:
James H. McShane III, CEO
Printed Name/Title:
5/28/19
Date:
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Florida Department of Children and Families

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor

- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (REX)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by
each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner’s meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single “umbrella” MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In
MEMORANDUM OF UNDERSTANDING

the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(l) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of-

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VIII. TERM

This MOU is effective upon the receipt of all signatures through June 30, 2020 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system’s organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.
MEMORANDUM OF UNDERSTANDING

SIGNATURES

Chief Elected Official:

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Date

Partner:

________________________________________
Signature

________________________________________
Printed Name/Title

________________________________________
Date

CareerSource Capital Region:

________________________________________
Signature

James H. McShane III, CEO

________________________________________
Printed Name/Title

12-11-17

________________________________________
Date
DCF Share of Infrastructure Costs: $0
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Dynamic Educational Systems, Inc. (DESI)

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.
This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) programs; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide “CareerSource” branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner’s meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

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4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner’s authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs...
MEMORANDUM OF UNDERSTANDING

may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(i) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(ii) Non-cash contributions are comprised of:

(a) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(b) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.
(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VIII. TERM

This MOU is effective upon the receipt of all signatures through June 30, 2020 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system’s organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.

SIGNATURES

Chief Elected Official:
Leon One Stop Infrastructure Costs & Benefits

DESI Infrastructure Costs:

CSCR Monthly Rent

Page 8 of 9

23,257.62

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## MEMORANDUM OF UNDERSTANDING

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**Annual Grand Total = $4,300.73**

**DESI Monthly Share of Infrastructure Costs: $358.39**
Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
Dynamic Educational Systems, Inc. (DESI)

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

CircSource Capital Region

The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, providing transportation assistance, and providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

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MEMORANDUM OF UNDERSTANDING

CAPITAL REGION

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MEMORANDUM OF UNDERSTANDING

CareerSource Capital Region

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Chief Elected Official:
Leon One Stop Infrastructure Costs & Benefits

DESI Infrastructure Costs:

| CSCR Monthly Rent | 23,257.62 |

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**Annual Grand Total = $4,300.73**

**DESI Monthly Share of Infrastructure Costs: $358.39**

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CareerSource Capital Region MOU
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May 9, 2018

CareerSource Capital Region
Attn: Mr. Matthew Salera
325 John Knox Road
Tallahassee, Florida 32303

Re: IA-922 – Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA)

Dear Mr. Salera:

Enclosed are the MOU and IFA executed agreements between the Florida Department of Education/Division of Blind Services and CareerSource Capital Region, hereafter called CareerSource. The agreement term is May 2, 2018 through June 30, 2020.

We appreciate the opportunity to work in partnership with you. If you have any questions regarding the MOU and/or IFA, please contact our office.

Sincerely,

Motica W. Moye
Senior Management Analyst II
Operations and Compliance
850.245.0320
INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP CAREER CENTER SYSTEM
BETWEEN THE DEPARTMENT OF
EDUCATION, DIVISION OF BLIND SERVICES
AND
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region

I. PARTIES

This Infrastructure Funding Agreement ("IFA"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation and Division of Blind Services (hereafter referred to as the Partners) and Big Bend Jobs & Education Council, Inc. D/B/A CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The one-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this IFA is to describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop system. This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in 1(one) county.

The parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. INFRASTRUCTURE COST BUDGET

<table>
<thead>
<tr>
<th>CSCR Infrastructure Costs - Leon</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Office</td>
<td>$22,979.04</td>
</tr>
<tr>
<td>Furniture</td>
<td>$0</td>
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<tr>
<td>Supplies</td>
<td>$135</td>
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<td>Switchboard/Greeter</td>
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<td>Internet</td>
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<tr>
<td>Utilities</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Monthly Cost</strong></td>
<td><strong>$27,641.47</strong></td>
</tr>
</tbody>
</table>

DOE staff assists career seekers at the one accessible computer in our resource room and helps walk them through the process from start to sector badge.

Addendum 1.Contract #IA-922
DOE Share of Infrastructure Costs: $0

IV. COST ALLOCATION METHODOLOGY

CareerSource selected a combination of FTE’s present at CareerSource Center, Square Footage and equipment utilized by entity as the allocation bases to determine overall Partner contributions. This was done in an effort:

a) To remedy the imbalance of non-physically represented Partners, and

b) To comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

V. ALLOCATION BASIS PER COST ITEM

| Rental of Facility Office/Cubicle | Square Footage |
| Rental of Facility Shared Space  | FTE |
| Furniture                        | Equipment  |
| Supplies                         | Equipment  |
| Switchboard/Greeter              | FTE |
| Copier                           | FTE |
| Phone                            | FTE |
| Internet                         | FTE |

VI. PARTNER CONTRIBUTION AMOUNTS

DOE staff assists career seekers at the one accessible computer in our resource room and helps walk them through the process from start to sector badge.

DOE Share of Infrastructure Costs: $0

VII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
   a) Quarterly cost information and documentation of the actual costs,
   b) Updated staffing information (per the 1st day of the 1st month of each quarter), and
   c) Actual customer participation numbers (per the last day of the last month of each quarter).

Addendum 1_Contract #IA-922
2. Upon receipt of the above information, CareerSource will:
   o Compare budgeted costs to actual costs,
   o Update the allocation bases, and
   o Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.

3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.

4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of CareerSource’s preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will only send a copy of the updated budget.

5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.

6. Partners will communicate any disputes with costs in the invoice or the adjusted budget CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

VIII. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

IX. DISPUTE AND IMPASSE RESOLUTION

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail then the following Dispute Resolution process must be followed.

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

Addendum 1.Contract #IA-922
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

X. MODIFICATION PROCESS

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

XI. EFFECTIVE PERIOD

This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020.

XII. PAYMENT METHODOLOGY

Career Source shall submit to the Partners quarterly invoices totaling such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section VI. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

Addendum 1_CoContract #IA-922
XIII. SIGNATURES

Chief Elected Official:

Signature

Nick Maddox
Printed Name

3/23/18
Date

Partner: Department of Education

Signature

Robert L. Doyle, III, Director | DBS
Pam Stewart, Commissioner
Printed Name/Title

5/2/18
Date

CareerSource Capital Region:

Signature

James H M Shane III
Printed Name/Title

3-22-18
Date

Addendum 1_ Contract #IA-922
Memorandum of Understanding

Between

Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And

Early Learning Coalition of the Big Bend Region, Inc.

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development
- Employment and training programs;

Department of Health and Human Services
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by
MEMORANDUM OF UNDERSTANDING

each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide “CareerSource” branding of each center.

Page 3 of 9

CareerSource Capital Region MOU
An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.
MEMORANDUM OF UNDERSTANDING

6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner’s meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single “umbrella” MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In
the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of-

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners’ proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VIII. TERM

This MOU is effective upon the receipt of all signatures through June 30, 2020 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system’s organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.
SIGNATURES

Chief Elected Official:

______________________________
Signature

______________________________
Printed Name

______________________________
Date

Partner:

______________________________
Signature

______________________________
Printed Name/Title

______________________________
Date

CareerSource Capital Region:

______________________________
Signature

James H. McShane III, CEO
Printed Name/Title

12-1-17

Date
MEMORANDUM OF UNDERSTANDING

Wakulla One Stop Infrastructure Costs

**ELC Infrastructure Costs:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tr>
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<td>Sub Lessor Shared Square Feet</td>
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<td>Total CSCR &amp; Partner FTE's</td>
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<td>Total Wakulla FTE's</td>
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PURPOSE:

This Memorandum of Understanding is entered into between the authorized representatives of Region 5, Big Bend Jobs and Education Council, Inc. d.b.a. WORKFORCE plus, as the Workforce Development Board for Gadsden, Leon and Wakulla Counties and Experience Works.

The purpose of this MOU is to establish an agreement between the above-mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121(c) (2) of Title I of the Workforce Investment Act of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Gadsden, Leon, and Wakulla counties. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to the counties of Region 5: Gadsden, Leon and Wakulla.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

INTRODUCTION:

The mission of the WORKFORCE plus One-Stop System is to promote a skilled, self-sufficient workforce prepared to meet today’s workplace needs by providing easy access to integrated services.

WORKFORCE plus and Experience Works enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented.

- **Universal Eligibility** – All customers, including those with special needs and barriers to employment, will have access to a core set of services designed to provide information to make career and labor market decisions. Core, intensive, training, and support services will be made available on-site and through multiple off-site locations.

- **One-Stop Approach** – 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. Services will be made available through the main offices, multiple off-site locations, or through an electronic system convenient to the customer.

- **Individual Choice** – Customers will have access to a multitude of career, skill, employment, and training information based on their individual needs, to obtain the services and skills they need to enhance their employment opportunities.

- **Greater State and Local Flexibility** – With the integration of services through the WORKFORCE plus One-Stop system, state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system.

- **Greater Role for Elected Officials** - State and local partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities.
BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE plus
WORKFORCE INVESTMENT ACT MEMORANDUM OF UNDERSTANDING

- Greater Accountability - State, localities and training providers will be accountable for their performance. The design, management and the delivery of services must be responsive to meeting the needs of the customer. Customer satisfaction will be a key measure of accountability.

PERIOD OF PERFORMANCE

This agreement shall commence on the date it is executed July 1, 2011 and terminate on June 30, 2012, unless otherwise terminated by agreement of all parties.

The establishment of a network of offices is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.

- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

- To build a workforce development system that will dramatically upgrade Floridians workplace skills, economically benefiting the workforce, employers, and the state.

PARTNERSHIP:
The partners through continued cooperation will demonstrate partnership and participation in the WORKFORCE plus One-Stop System that has been developed in Gadsden, Leon, and Wakulla counties. Descriptions of participation are included with this MOU as the following attachments:

- Attachment A: Cost Sharing / Resource Sharing
  Each partner must contribute a fair share of the operating costs based on the use of the WORKFORCE plus One-Stop System by individuals attributable to the partner’s program. There are a number of methods that may be used for allocating costs among partners that are consistent with this principle and the OMB circulars. The regulation identifies a number of methodologies, including cost pooling, indirect cost allocation, and activity based cost allocation plans that may be used.

  This attachment will delineate what resources the partner will make available to the system. This attachment will include costs associated with items such as personnel, rent, equipment, utilities, janitorial, etc. Information is supplied in such a way as to make it possible to determine the proportionate costs to be shared by each partner.

- Attachment B: Scope of Work
  This attachment will describe the type of core, intensive, support, and training services that will be provided by the partner and how those services will be integrated into the one-stop system. A common application or pre-application formats and procedures, acceptable to all funding sources will be developed.

  The intake process shall include a referral process to direct applicants to other one-stop partners for the receipt of needed services. This description will include information regarding staffing patterns, hours, supervision, and specific services that will enhance the WORKFORCE plus One-Stop System.
• **Attachment C: Release of Information Form**
  A universal release of information form is attached to this agreement for use within the WORKFORCE plus One-Stop System. All partners, in an effort to reduce the duplication to our customers, will use this information form.

• **Attachment D: Amending / Modifying MOU**
  The MOU can be modified by mutual agreement of partners and WORKFORCE plus. Any such modification will be preceded by written notice of intent to modify and the purpose of such modification.

  Any party to the MOU can request a modification to the agreement by making such request in writing to the Board. If such a request affects any other party to the agreement, the Board will follow notification procedures specified in the #1 above for notifying the other parties in the event the modification request is to be approved.

  The MOU can be modified at any time to add additional Partners who will sign the agreement in its current form at the time they are being added. All parties to the MOU will be notified in writing of additional parties joining the agreement.

• **Attachment E: Dispute / Grievance Resolution**
  Should any disputes or grievances require resolution; the steps outlined in this attachment should be followed.

**GENERAL PROVISIONS:**

It is the intent of Experience Works to participate in the WORKFORCE plus One-Stop System as a Partner/Affiliate Partner. In so doing, Experience Works agrees to the following:

For Partners:

1. Workforce and Employment Opportunities, One-Stop operators, and other employment and training providers will co-locate on a full-time/part time basis in at least one physical site in each substate region as space leasing obligations allow.

2. All partners will participate in an integrated management consortium that will direct the operations.

3. Partners will share in the operational costs in a prorated manner to be negotiated annually as an “Other Services” sub-lease addendum.

4. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of partners.

5. All partners will participate in the development of procedures, and operational agreement, via the integrated management consortium.

6. A WORKFORCE plus One-Stop System will be available to our customers for self-service or assisted service with access to the range of labor market and career development services. Both electronic access and personal service delivery choices also will be a part of our services.

7. All partners will participate in an integrated intake, referral, and client tracking system operating through the WORKFORCE plus One-Stop System and subject to confidentiality constraints.

Programs funded through WORKFORCE plus are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.
8. Technology and client information with other system partners will be jointly shared; subject to confidentiality constraints and other program limitations.

9. A joint planning process will be developed and will require participation by all WORKFORCE plus One-Stop System partners and the One-Stop Operator. This process will assist the partners in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.

10. All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.

11. To assure that services are responsive to the needs of the community, partners will survey system customers to obtain feedback on customer satisfaction.

12. All partners will be responsible for compliance with existing laws and regulations.

13. All partners will jointly negotiate processes for client flow, assessment/case management, job development, referrals and placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners.

For Affiliate Partners:

1. All partners will participate in the development procedures and operational agreement.

2. A WORKFORCE plus One-Stop System will be available to our customers for self-service or assisted service with access to the range of labor market and career development services.

3. All partners will participate in an integrated intake, referral, and client tracking system operating through the one-stop delivery system and subject to confidentiality constraints.

4. Technology and client information with other system partners will be jointly shared; subject to confidentiality constraints and other program limitations.

5. A joint planning process will be developed and will require participation by all WORKFORCE plus One-Stop Partners and the One-Stop Operator. This process will assist the partners in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.

6. All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration.

7. To assure that services are responsive to the needs of the community, partners will survey customer’s feedback on customer satisfaction.

8. All partners will be responsible for compliance with existing laws and regulations.

9. All partners will jointly negotiate processes for client assessment, case management, job development, referrals and placements, staff capacity building, and resolution of disputes with other system partners.

10. All partners will share the costs of information access and exchange for their organizations’ participation in the WORKFORCE plus One-Stop System.
PARTNER RESPONSIBILITIES:
1. Each Partner will maintain responsibility for the management of its respective staff and maintenance of any equipment or supply used solely by that partner.

2. Each Partner will retain responsibility for respective reporting, monitoring, MIS and audit resolution systems. Ultimate responsibility for performance and budget spending will be the responsibility of each Partner, respectively.

3. It is expressly understood and agreed by the Partners that employees receiving compensation by individual partners, for work performed for this Agreement, shall be deemed employees of their respective partner agency with regard to supervision, salary, benefits, agency specific training and development, other staff costs, personnel policies and procedures, and staff support. If by mutual consent the Partners employ a person or persons to perform work for the System as a whole, and that person or person’s works for the WORKFORCE plus One-Stop System, they will be deemed employees of the One-Stop Operator.

ASSURANCES:
1. The Partners shall not exclude from participation, discriminate against, or deny services or benefits to any person; including trainees, in the administration of or in connection with any program administered by the Partners on the grounds of race, color, gender, religion, mental or physical disability, age, political affiliation, belief, national origin, or marital status.

2. Each Partner will assure that it will follow its affirmative action plan to assure nondiscrimination, written personnel policies, and grievance procedures for complaints and grievances from applicants, subcontractors, employers, employees and other interested persons, all in accordance with applicable statutes and regulations.

3. Each Partner will assure that it will follow its Drug Free Workplace Certification.

4. No funds utilized in conducting activities under the Agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.

5. Each partner to this Agreement will assume liability for its actions and the actions of its agents under this Agreement. Each Partner shall hold harmless, defend and indemnify all other Partners to this Agreement from any and all claims for damages, including, costs and attorney fees resulting in whole or in part from the Partner or its agents’ activities under the Agreement.
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, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to WORKFORCE plus customers.

By signatures affixed below, the parties specify their agreement:

One-Stop Operator or Designee
Kaiser Group, Inc.
Dorcas Washington, Director of Operations

Partner/Affiliate Partner Designee
Experience Works
Becky Scott, Director, Field Operations

WORKFORCE plus Designee
Kimberly Moore, Chief Executive Officer
COST SHARING / RESOURCE SHARING

One-Stop Implementation funds have been used for development of the WORKFORCE plus One-Stop System. The funding period is effective until June 30, 2012 and it is anticipated that all funds will be expended to equip and provide for MIS and coordination activities.

The WORKFORCE plus One-Stop Operator and Partners will sign a financial agreement, in the form of a sub-lease. This contract will specify the costs involved in operating the Centers and providing the services required under WIA. Each partner will have included with the sub-lease, rent and “Other Services Costs.” “Other Services Costs” include such items as (but are not limited to) equipment, utilities and maintenance (in a non-full-service lease), supplies and security. These costs will represent a fair share of the rental and operating costs of the WORKFORCE plus One-Stop System. The formula will be based upon a pro-ration of the office space used by a Partner employee in relation to all office space. This will ensure that the “common areas” used by all partners and available to all customers through the universal access principal, is funded.

The financial agreement (sub-lease) will be for the life of the lease (not more than 5 years) committed to by the One-Stop Operator. Rent will be a fixed cost as per the lease. “Other Services Costs” will be re-visited prior to the end of each fiscal year and may be adjusted based upon previous year’s expense data. The financial agreements (sub-leases) may be modified, at the conclusion of each fiscal year, pending changes in funding allocations or Partners. Modifications to the “Other Services Costs” may occur after the Partners perform year-end analyses or if significant or material variances occur that will affect the plan or service(s), or the funding plan. The One-Stop Operator will submit a written notice of intent to modify and the purpose of such modification. The results of any material and significant variances will be documented and included with the written notice of intent to modify.

It is anticipated that fee based services for employers and grant funding will be utilized, as available, to provide expanded services within the WORKFORCE plus One-Stop System.

Cost allocation through the Regional cost allocation plan for those Partners who are located in the one-stop and funding is provided through grant funds passed through from the Agency for Workforce Innovation (AWI). The regional cost allocation plan determines the appropriate cost to be charged to the funding for the space and related costs of occupancy.

In kind contributions that offset the occupancy costs for certain Partners who lack the ability and resources to pay for their share of costs by providing in kind services (such as staffing).

WORKFORCE plus coordinates all purchases related to furniture, technology, common equipment and supplies. WORKFORCE plus also provides the MIS system and related maintenance. Partners have input into the process regarding purchases and other on-going activities via the integrated management consortium. Partners may also contact WORKFORCE plus staff direct to suggest improvements and/or changes or to express concerns. An established process is in place to address such requests.

WORKFORCE plus shall coordinate the RFP; contracting and monitoring processes related to furniture, technology and commonly used equipment and supplies for the WORKFORCE plus One-Stop System. Partners will have input into these processes via the integrated management consortium.

WORKFORCE plus contracts with a private company to act as the One-Stop Operator and has an established one stop management consortium that meets frequently to address common concerns and
issues regarding the One-Stop operations. WORKFORCE plus retains the right to change the One-Stop Operator as necessary.

WORKFORCE plus shall maintain a Local Area Network and a computerized Management Information System for use by all Partners and participants, as appropriate. All participating agencies shall have input into the design of the database and report formats, via the integrated management consortium, and shall have full access to the reports generated by this system.
SCOPE OF WORK

The WORKFORCE plus One-Stop System will provide Universal access to customer services through an integrated system of service delivery operating in physical locations as well as through an electronic system. Core services shall be provided to all customers. Intensive and training services will be provided to those customers meeting the criteria for such services as determined by WORKFORCE plus. Following are examples of types of each level of service (Core, Intensive and Training) that may be provided:

CORE SERVICES: Universal core services to employers and job seekers will be provided at no charge.

For Employers:
- Active outreach and solicitation of job orders. Receipt, verification and interpretation of job orders.
- Screening and referral of applicants.
- Opportunity to use the statewide and national "Job Bank" systems for listing jobs.
- Access to the data on job seekers contained in the statewide "Professional Placement Network" system.
- Provision of information such as:
  - Basic labor market information, occupational growth rates, wage rates and services available through the WORKFORCE plus One-Stop delivery system
  - Listings of local and state educational and training programs and resources
  - Listings of government funded training incentives and programs, tech prep, community services, etc.
  - Information on economic development programs or assistance for new or expanding firms; i.e., Enterprise Zones, etc.
  - General Information about laws relating to unemployment insurance and worker's compensation
  - Referral of employers to any of the above services and programs or other workforce related services

For Job Seekers:
- Reception/registration/collection of basic information in a customer centered manner. The WORKFORCE plus One-Stop System will be able to effectively serve the range of diverse cultures and languages represented by the Region 5 job seeker population.
- Provision of information such as:
  - Up-to-date job listings
  - Consumer reports about education and training programs and resources
  - Local labor market information
  - Procedures for registering for unemployment insurance
  - Conducting a self-directed job search
  - Other community resources, such as mental health/substance abuse, housing, transportation, childcare, domestic violence, etc.
• Opportunity for job seekers to list their resumes or skill qualifications electronically.

• Referral of job seekers to education, training or other work related services, and job ready customers to potential employment opportunities.

The WORKFORCE plus One-Stop System may offer job seekers group orientations and informational sessions as part of its core services. Some examples of potential group services for job seekers include:

• Eligibility determination
• Outreach and intake
• Orientation to WORKFORCE plus
• Initial Assessment
• Job search and placement assistance
• Career exploration and career counseling
• Employment statistics
• Performance and cost information on training providers
• Information on local area results on Workforce Investment Act performance measures
• Information on supportive services
• Information on filing Unemployment Insurance claims
• Assistance in establishing eligibility for financial aid
• Follow-up services for 12 months after placement
• Overview sessions on career transition, career development and coping with sudden unemployment
• Motivation, interviewing, job readiness and job retention skills
• Basic skills testing and occupational aptitude testing
• Resume development

All of the above services should be provided on a self-service basis.

INTENSIVE SERVICES: These services are designed for those participants who are unable to obtain employment through core services.

For Employers: (Depending on the specific service provided, the service may be “fee for service”)
• Customized recruitment, qualifications, screening and assessment of applicants
• Outplacement services for downsizing companies
• Broker training of incumbent workers
• Assistance in developing proposals for federal and state funded training programs, job task analysis, skill level definition
• Development of On-the-Job Training programs
• Assistance with business expansion and/or relocation
• Human Resource Management services which may include development of personnel policies, compensation and benefits administration, affirmative action activities, management of youth apprenticeship or internship programs
• Rapid Response Assistance
• Customized Training
• Profile Management

For Job Seekers:
• Comprehensive assessments of skills and service needs
• Development of individual employment plan
• Group and individual vocational counseling and career planning

Programs funded through WORKFORCE plus are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.
• Career management
• Job search, readiness and employability skills
• Short-term prevocational services
• Career Planning

**TRAINING SERVICES:** Training services will be limited to customers who meet the criteria set forth by WORKFORCE plus. Training can be delivered to eligible customers meeting criteria to receive intensive services, provided that they:

1. Have not been able to become employed or retain employment through the intensive services
2. Have the skills and qualifications to successfully participate in the selected training services
3. Select a program(s) directly linked to local employment opportunities
4. Are unable to obtain other program related grant assistance (i.e., Pell) or they need more assistance than is covered by the grant.

**For Job Seekers:**
• Occupational skills training
• On-the-Job Training (OJT)
• Skills upgrading
• Entrepreneurial training
• Job readiness skills
• Adult education and literacy activities delivered in conjunction with training
• Customized training
• Work experience
RELEASE OF INFORMATION FORM
AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

TO: WORKFORCE plus

DATE: __________________________

I hereby request and authorize you to release to other agencies, centers for learning, businesses and any other entity that is a participant in the WORKFORCE plus One-Stop System, common personal information relating to application completion, such as my name, address, date of birth and social security number, which you may have or may receive pertaining to me.

___________________________________
Signature of Participant

___________________________________
Witness
This agreement shall commence on the date it is executed, **July 1, 2011**, and terminate on **June 30, 2012**, or until terminated by mutual consent or for “cause”. In the event of termination of the agreement, the parties agree to a settling of the accounts between them.

The Partners recognize that modification may, and probably will, be necessary during the period of this agreement for reasons including but not limited to changes in legislation and funding availability. Modifications to this MOU may occur after the Partners perform year-end analyses, find significant or material variances that will affect the plan or service(s) or the funding plan, and submit a written notice of intent to modify and the purpose of such modification. The results of any material and significant variances will be documented and affected Partners will make mutually agreed upon recommendations of amendment to their governing bodies for approval. This agreement may be modified only by mutual consent of the signatory Partners, One-Stop Operator and WORKFORCE plus.

Any party to the MOU can request a modification to the agreement at any time by making such request in writing to the WORKFORCE plus Board of Directors. If such a request affects any other party to the agreement, the Board will follow notification procedures to other Partners and the One-Stop Operator.

The MOU can be modified at any time to include additional WORKFORCE plus System Partners who will sign the MOU in its current form at the time they are being added. All parties to the MOU will be notified in writing of additional partners joining the agreement.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.
DISPUTE / GRIEVANCE RESOLUTION

Criminal or discrimination complaints are filed with appropriate local, state or federal agency (ies) responsible for investigating and handling such violations. These include:

- WIA complaints alleging fraud, waste, and abuse: USDOL and AWI
- TANF/WT complaints alleging fraud, waste, and abuse – FBI and Department of Health & Human Services
- Discrimination – OCRMA
- WIA Discrimination – USDOL
- WT Discrimination - U.S. Department of Health and Human Services

Non-criminal or non-discrimination violations will be handled through grievance hearing procedures. These procedures will be developed by a Grievance Committee to be established from the Integrated Management Consortium of the WORKFORCE plus One-Stop System. Procedures will include, but not necessarily be limited to:

- Filing
- Hearing and Notice
- Conduct of Hearing
- Appeal Process
- Independent Review of Decision
- Finality of Decision
MEMORANDUM OF UNDERSTANDING

each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in the Leon, Wakulla, and Gadsden counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the Leon, Wakulla, and Gadsden counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

IV. PROVISION OF SERVICES

A. The Leon-Wakulla-Gadsden local area workforce board and the Leon, Wakulla, and Gadsden Boards of County Commissioners have designated CareerSource Capital Region to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinated with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.

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CareerSource Capital Region MOU
An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single “umbrella” MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner’s authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions.
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region
And
FSBDC At Florida A&M University School of Business

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Mandatory Partners described below (and hereafter referred to as the Partner) and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region (hereafter referred to as "CareerSource").

II. PARTNERS

Required One-Stop Partners:

Department of Labor
- WIOA title I programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education
- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
MEMORANDUM OF UNDERSTANDING

- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

**Department of Housing and Urban Development**
- Employment and training programs;

**Department of Health and Human Services**
- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

**Additional One-Stop Partners**

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3]

**III. PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by
MEMORANDUM OF UNDERSTANDING

6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system.
VI. CONFIDENTIALITY OF RECORDS

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

VII. INFRASTRUCTURE COSTS

Costs of the Infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single “umbrella” MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In
MEMORANDUM OF UNDERSTANDING

the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(i) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(ii) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(i) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
MEMORANDUM OF UNDERSTANDING

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

VIII. TERM

This MOU is effective upon the receipt of all signatures through June 30, 2020 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Capital Region, the Partner, and the Leon, Wakulla, and Gadsden county Boards of County Commissioners and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Capital Region and the Leon, Wakulla, and Gadsden county Boards of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.
MEMORANDUM OF UNDERSTANDING

SIGNATURES

Chief Elected Official

[Signature]

Nick Maddox
Printed Name

12/19/17
Date

Partner:

[Signature]

Keith Bowers Regional Director
Printed Name/Title

12/20/17
Date

CareerSource Capital Region:

[Signature]

James H. McShane III, CEO
Printed Name/Title

12-1-17
Date
# Gadsden One Stop Infrastructure Costs

## FSBDC Infrastructure Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>CSCR Monthly Rent</td>
<td>11,039.79</td>
</tr>
<tr>
<td>Total Square Feet</td>
<td>9,429.00</td>
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<tr>
<td>CSCR Cost Per Square Foot</td>
<td>14.05</td>
</tr>
<tr>
<td>Sub Lessor Office/Cubicle Square Feet</td>
<td>115.00</td>
</tr>
<tr>
<td>Sub Lessor Shared Square Feet</td>
<td>87.08</td>
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<tr>
<td>Total Partner Square Feet</td>
<td>202.08</td>
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<tr>
<td>Total Quincy FTE's</td>
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<tr>
<td>Total CSCR FTE's</td>
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<tr>
<td>Partner Total FTE's</td>
<td>0.20</td>
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<tr>
<td><strong>Sub Lessor Infrastructure costs</strong></td>
<td></td>
</tr>
<tr>
<td>Rental of Facility Office/Cubicle</td>
<td>26.93</td>
</tr>
<tr>
<td>Rental of Facility Shared Space</td>
<td>20.39</td>
</tr>
<tr>
<td>Furniture</td>
<td>2.22</td>
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<tr>
<td>Supplies</td>
<td>15.00</td>
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<tr>
<td>Computer</td>
<td>-</td>
</tr>
<tr>
<td>Switchboard/Greeter</td>
<td>33.33</td>
</tr>
<tr>
<td>Copier</td>
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</tr>
<tr>
<td>Phone</td>
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<tr>
<td>Internet</td>
<td>4.38</td>
</tr>
<tr>
<td>Utilities</td>
<td>-</td>
</tr>
<tr>
<td><strong>Monthly Rent</strong></td>
<td>134.82</td>
</tr>
</tbody>
</table>
Memorandum of Understanding

Between

Tallahassee Community College: Division of Workforce Development, Adult Education Department
&
CareerSource - Capital Region

Purpose of Relationship Agreement
This Memorandum of Understanding (MOU) establishes a relationship between Tallahassee Community College’s (TCC) Division of Workforce Development: Adult Education (AE) Program and CareerSource - Capital Region (CSCR) to provide quality Adult Basic Education (ABE), GED® test preparation, and English to Speakers of Other Languages (ESOL) services to students in Gadsden, Leon and Wakulla Counties.

Contact Representatives
The contact representative shall be the CEO of CareerSource Capital Region, currently Jim McShane, 850-617-4601, email: Jim.mcshane@careersourcecapitalregion.com and the TCC Adult Education Program Coordinator, currently Dawn Adolfsen, 850-201-6655; email: adolfsod@tcc.fl.edu.

Responsibilities of MOU Parties
CareerSource – Capital Region (CSCR) will:

- Provide referrals to the TCC AE program to any CSCR customer based on “customer choice.”
- Screen TCC AE students for CSCR services.
- Provide updated information on a continuous basis of CSCR programs (i.e., brochures and information sheets) that are open to current or potential TCC AE students regarding employment, training, education or supportive services.
• Work collaboratively with the TCC AE Department to ensure that collaborative efforts are taking place in providing Career Planning information and Occupational Supply and Demand data to TCC AE students.
• As appropriate, provide speakers or targeted workshops to present information to TCC AE students.
• Provide payment to TCC for any student for which an executed Purchase Order (PO) was submitted and approved for AE classes (i.e., ABE, GED®, ESOL) and/or testing fees (i.e., TABE, GEDReady, GED).
• Provide supportive or leveraged services such as transportation, childcare, etc. to eligible shared customers/students.

The TCC Adult Education (AE) Program will:
• Refer TCC AE students to CSCR programs.
• Screen CSCR referrals for TCC AE services.
• Make available to all TCC AE students CSCR information (i.e., brochures and information sheets).
• Assist TCC AE students with registering in the EmployFlorida.
• Work collaboratively with CSCR to ensure that collaborative efforts are taking place in providing Career Planning information and Occupational Supply and Demand data to TCC Adult Education students.
• Invite CSCR speakers to present CSCR program information and/or targeted workshops to the TCC AE students.

Both Parties will:
• Provide a single point of contact (name, e-mail, phone number) to the other party and notify the other party of any changes regarding the “contact representative” in writing.
• Acknowledge that both parties to this agreement are independent organizations and each organization is responsible, including liability, for their own agents/employees. Nothing contained in this MOU shall constitute a waiver by either party of its sovereign immunity, or the provisions of 768.28, Florida Statutes, or the limits of liability.
• Adhere to the Family Educational Rights and Privacy Act (FERPA) and all applicable Federal Civil Rights compliance (ensure no person is discriminated against on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, sexual orientation, marital status, disability, or age in programs or activities).
• Assume responsibility for their own costs, fees and/or other expenses associated with this MOU. CSCR and TCC do not share any local infrastructure costs, including One Stop Center costs.
• Direct concerns or issues to the assigned single point of contact or the assigned entity “representative.”
• Provide customer/student information (i.e., TABE scores) to the other entity only if a signed release of information is in place. Information is limited to the parties of this MOU. Customer/student information is confidential and should be treated as such. However, the parties acknowledge the each party is subject to Chapter 119 (Public Records) and Chapter 286 (Public Meetings) of the Florida Statutes and Section 24, Article 1 (access to public records and public meetings) of the Florida constitution.
• Jointly investigate possible integrated curriculum partnerships whereby occupational training (Integrated Education and Training [IET]) can take place concurrently with adult general education training.

• Provide at least once annually an opportunity for representative(s) of each entity to attend and present to the appropriate staff (i.e., AE staff and CSCR Talent Development Specialists) of the other entity regarding their program(s).

• Meet at least annually with a representative from the other party to this agreement to review the alignment between the Florida Department of Education Adult General Education grant proposed activities, services and regional needs identified in the Local Workforce Development Board (LWDB) proposed WIOA local plan and the TCC AE program.

• As appropriate and applicable, satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All parties acknowledge that this agreement renews automatically annually (from original date of last signature date of the MOU). This MOU may not be modified unilaterally. All modification to the MOU must be agreed to by all parties and executed in the same manner as the original MOU. This agreement may be terminated by either party providing a thirty-day (30) day written notification delivered Certified-US Mail (return receipt requested).

[Signature]
Signature of Authorized CareerSource Capital Region Representative

Jim McShane, CEO
Printed Name and Title of CareerSource Capital Region Representative

[Signature]
Signature of Authorized TCC Representative

Kimberly Moore, Vice President Workforce Development
Printed Name and Title TCC Representative

Date: 6/11/18

Date: 9/11/18
Agenda

Career Center Partners Council
Friday, 12/13/2019 12:00pm EDT
Lively Technical College, 500 N Appleyard Drive, PTC Lab

Meeting Handouts: Agenda, CSCR Earley’s Kitchen Interview Session Flyer, CSCR Sodexo Recruitment Event Flyer

In Attendance:
Wayne Jennings, Charlie Hittinger, Steve Adams, Lexi Allerneiligen, Dee Robinson, Jim McShane, Jynelle Robinson, Fay Coombes, April Kalnin, Murdina Campbell, Rachel Stack, Angela Sapp, Tim Center, Maria Santos, Marisa Vaughn, Regina Browning, Shelly Bell, Freddy Branham, Chris Polzer, Liz Murphy, Miaisha Mitchell, Louis Dilbert, Dan McGrew

Agenda Items

1. Welcome and Introductions
   1. Jim McShane - Welcome and Thank you for coming
   2. Wayne Jennings - Welcome and Thank you for coming
   3. Dan McGrew - CSCR Mission Statement

2. Update on Council Initiatives for PY 2019-20
   1. Partner Portal Participants
      1. Currently used by 11 Partners
   2. Partner Quick Connect Form
      1. Overview of purpose
      2. 11/8/19 - Launched at CSCR
         1. Will be embedded into the front end assessment process to increase usage
      3. To be included in the Quick Connect Form, a partner must submit a PowerPoint overview presentation for the use of other partner’s staff to further educate themselves on the services each partner provides
      4. *Members introduced themselves and their organizations*

3. CareerSource Capital Region Strategic Plan - Jim McShane, CEO
   1. CareerSource Capital Region reviews the Strategic Plan once every four years
1. Draft will be completed in February and made available for public comment - county officials will sign off prior to release

2. Q1: How does your agency comply with the Americans with Disabilities Act regarding physical and programmatic access?
   1. Kearney Center
      1. Case Manager has full access, took her on a tour
   2. Department of Corrections
      1. Monitored by DEO to ensure that space is compliant
   3. DBS
      1. Work with contractors to ensure they are in compliance
   4. ELC
      1. Launched a portal for families to use to access services and register for waitlist
         1. The state is doing a risk assessment of a services to ensure ADA compliance
   5. Jim McShane, CSCR, CEO
      1. DEO informed CSCR that all services have to be ADA compliant

3. Q2: What are some strategies that you believe can improve meeting the needs of customers with disabilities as well as other protected groups?
   1. Angela Sapp, GTI
      1. Sensitivity Training and allowing service animals
   2. Shelly Bell, Lively Technical Institute
      1. Discuss whether the animal is a service animal or a comfort animal as they are seeing more comfort animals
   3. Wayne Jennings, DBS
      1. Have education for all staff on understanding appropriate behavior towards individuals with disabilities
   4. Murdina Campbell, Kearney Center
      1. Policy is in place to allow both service and comfort animals
      2. We are an emergency shelter for self-sufficient adults - we work with places to ensure access for service animals
   5. Dan McGrew, CSCR, General Manager
      1. Recognized the need for experts, so recommend partnering with experts like Vocational Rehabilitation and Division of Blind Services to assess services and how to better accommodate
   6. Jynelle Robinson, Department of Corrections
      1. Be inclusive in your hiring practices - working with a disabled peer is the best educator to understand disabilities
7. Wayne Jennings, DBS
   1. Currently working on a deal to make a program free to own and install that would provide screen reading technology to providers and clients

4. Q3: How can we all better coordinate services to mutual customers to reduce/prevent duplication?
   1. Partner Council Connection form can be used for referrals; HMIS system used at Kearney; universal confidentiality agreements
   2. Murdina Campbell, Kearney Center
      1. Maintain coordination agreement with Apalachee for persons coming out of jail/mental institution to ensure continuation of counseling and medication
      2. Reduced our assessment time period because we work directly with the correctional center

3. Liz Murphy, Intern CEO, ELC
   1. Hosted an event for their staff to invite other service providers to educate about their services (for childcare providers)

4. Murdina Campbell, Kearney Center
   1. Highest percentage of homeless are elderly; They do not understand what’s going on

5. Q4: How can CSCR improve service provision to mutual customers?
   1. Murdina Campbell, Kearney Center
      1. Quality of employment; employer acceptance of barriers; working with mental health issues
   2. Jim McShane, CSCR, CEO
      1. Workforce housing - making housing affordable based on average pay for the area
   3. Louis Dilbert, FAMU
      1. Currently places information in accessible areas to draw folks to CSCR
   4. Freddy Branham, ECHO
      1. How to work with employers to help lower paid employees stay employed (existing workforce)
   5. Angela Sapp, GTI
      1. Junior Commissioners (middle school) tells students what can be done better (Leading to employment)

6. Q5: What are some strategies that can be employed to reduce welfare dependency and increase self-sufficiency?
   1. Jim McShane, CSCR, CEO
1. Seeking opportunities for collective impact among organizations
2. Miaisha Mitchell, Frenchtown Area
   1. Educating students to engage in their community
      1. Students fear for safety
   2. Neighborhood planning occurring to get community meetings set up to get feedback from the community on what it’s like being unemployed, etc.
3. Murdina Campbell, Kearney Center
   1. Importance of looking at barriers
   2. System issue of employer’s not paying enough
      1. People is the state system are on food stamps - Florida is the 7th lowest paid state
4. Angela Sapp, GTI
   1. More economical to not work
7. How you used the JOT Form yet, and do you see this as a viable way to cross-refer?
   1. Form has not been used, but is seen as a viable way to cross-refer
8. What suggestions can you make that would improve our relationship with this entity?
   1. No suggestions - partners expressed satisfaction
9. Dan McGrew, CSCR
   1. Thanked group for input. Reminded them that plan will be made available for public comment and if there are any other additions to please send to Dan McGrew to forward along or to Jim McShane directly
4. Member News and Updates
   1. Dan McGrew, CSCR, General Manager
      1. Flyers Distributed
         1. Next Wednesday
            1. Two companies looking to hire - Sodexo and Earley’s Kitchen
            2. Partners: What’s the best way to have clients from partners participate?
               1. Register them in employ Florida
                  1. If they need help, send them to CSCR
            3. CSCR has an office at Lively for Lively students, but only for limited times and days
            4. CSCR is at the Kearney Center on Friday Mornings
   2. Louis Dilbert, FAMU TRIO, Director
1. Purpose: Help adults earn a GED or post-secondary education
2. Weekly visits to the Kearney Center on Fridays
3. Angela Sapp, GTI
   1. Purpose: to assist students to achieve post-secondary education
   2. Credits are transferable
   3. Located in Gadsden
   4. Achievement: recent class of nurses were all successfully certified and are all employed in their areas of expertise
4. Liz Murphy, Intern CEO, ELC
   1. Purpose: to provide services to families that cannot afford the total cost of childcare
      1. Money goes to the childcare professional, not the families
   2. January Events
      1. 1/10/19 - Invite all local resources to educate our staff
      2. Will send flyer to Dan McGrew to forward to all partners
5. Kearney Center
   1. Murdina Campbell, Kearney Center
      1. Currently at a high capacity, including people who should be at nursing homes or long term care
      2. Currently have 4 case managers - used to have 8 a year and a half ago
      3. The focus is currently on housing
   2. Chris Polzer, Volunteer and Partner Agency Coordinator
6. Rogenia Browning, ACE, Principal
   1. No upcoming events, but preparing for the spring semester
7. Marisa Vaughn TCC, Program Specialist
   1. TCC just received federal and state level approval
   2. Please send students to TCC Eagles Connection
8. Miaisha Mitchell, Frenchtown Area
   1. Purpose: to work with people with barriers and provide community engagement training
      1. Teaching people to grow food, market product, sell product, etc.
   2. Recommendation: Read book: How to get out of poverty
9. Jynelle Robinson, Department of Corrections
   1. Currently working on the strategic plan
      1. Focusing on integrative strategies
      2. Will send Dan McGrew the final plan
10. April Kalnin, Department of Corrections
    1. FAMU is currently providing education programs inside the facilities
11. Wayne Jennings, DBS
   1. New Location: Moved from Apalachee Parkway to the Battery Building (DEP Building)
   2. Offered to host the next meeting
   3. Please recommend anyone, because services come at no cost and are not income based
   4. To qualify, a person must have impairment in both eyes
      1. For other impairments, send to VR

12. Freddy Branham, ECHO, Executive Director
   1. New Location: 548 East Bradford Rd
      1. Relocated as of last week
   2. All new materials are coming out (Business Cards, etc.)

13. Tim Center, Capital Area Community Action, Executive Director
   1. Getting Ahead Program

5. Hosting Partner Meetings
   1. If you want to volunteer to host, you put together a 10 minute presentation and a tour
   2. DBS offered to host the next meeting

6. Lively Technical College Overview
   1. Promo Video
      1. “Creating tomorrow’s workforce, today.”
   2. Lively is under the Board of Education
   3. Lively offers programs based on employment need - only offer programs that are shown to be needed in the workforce - and remove programs that do not show hiring needs
   4. Share a building with TCC
   5. Financial Aid options are varied based on need and program
   6. Most popular job is currently Medical Assistant
      1. Other popular programs: HVAC, Diesel Engine Mechanic, Health Science, Welding
   7. Lively has acreage at the airport for the airplane mechanic program - looking to double or triple the program and are working to recruit
   8. Last Year: Served 1,490 students
   9. Motorcycle classes and CDL classes offered
   10. Lively is a testing center for many certifications
       1. 1955 tests given last year
   11. Dual Enrollment offered - Lively pays for all of it
       1. Good for college GPA, because dual enrollment classes are graded the same as AP classes - an extra 10 points are added to a class average
12. Summer High School Program
   1. CNA programs offered, along with others
13. A goal of Lively is to show students that there are other solid career opportunities that don’t require “a degree on the wall”
14. Industry Certifications
   1. Last year, high schoolers brought in an additional 600,000 just in earned certifications

7. Next Meeting Dates:
   1. Second Friday of the last month of every quarter
      1. Friday, 3/13/2020 12:00 - 1:30pm
      2. Friday, 6/12/2020 12:00 - 1:30pm
GADSDEN COUNTY, FLORIDA

SIGNED BY: Eric Hinson 4/27/2020

Signature  Date

Print Name  Title

WAKULLA COUNTY, FLORIDA

SIGNED BY: Commissioner Quincee Messersmith 4/21/2020

Signature  Date

Print Name  Title

Commissioner Quincee Messersmith  Wakulla County Commissioner
I. **Call to Order & Welcome**

Jonathan Gray welcomed everyone and called the meeting to order at 10:12 AM and stated that the public is allowed to participate; however, public comment is held to a three (3) minute limit.

II. **Open Forum: Comments on the WIOA Four Year Strategic Plan**

Jim McShane discussed the requirement of the local area to create a Four Year Strategic Plan which required many man hours to pull the report together. Jim McShane discussed the questions posed to the Chief Local Elected Officials during their most recent consortium meeting and provided an update on their responses (i.e. pleased with the services provided by CSCR, areas of focus that CSCR should consider is transportation issues in rural counties, employment/employment readiness for disadvantaged youth/adults such as ex-offenders/ALICE population, focus on work-based training in particular apprenticeship). Dee Robinson offered that as previously discussed, staff held meetings with the Career Center Partners Council held on December 13, 2019 which contains many of the WIOA core partners as well as other community based organizations/partners to obtain their feedback for inclusion in the plan. Additionally, as a part of the Chief Local Elected Officials Consortium meeting held on January 15, 2020, feedback was obtained and included in the plan draft as presented to the committee. Chair Gray opened the floor for any comments/feedback related to the Four Year Plan. No comments were voiced.

III. **Action Item I: Approval of WIOA Four Strategic Plan**

Chair Gray, hearing no comments in the open forum, opened the floor for a motion.

**Motion:** Jonathan Gray called for a motion to approve the Four Year Strategic Plan. Motion made by Missy Rudd, Beth Cichetti seconded the motion. All in favor, motion passes.
Action Item I approved unanimously.

IV. Adjourn: Motion made by Missy Rudd and Antonio Jefferson seconded the motion. Meeting adjourned at 10:16 AM.

Next Meeting: May 13, 2020 @ 3:30 PM
Memorandum of Agreement
Between
CareerSource Capital Region
And
The Wakulla County Economic Development Council

This document is designed to identify and support the vital relationship between the Economic Development Council of Wakulla County and CareerSource Capital Region.

The Big Bend Jobs and Education Council, Inc. dba CareerSource Capital Region (CSCR) is the designated Local Workforce Investment Area (LWIA 05) serving Leon, Gadsden and Wakulla Counties. As a partner with the EDC Wakulla County (EDC) CSCR will continue to supply pertinent labor market information, trends, and is the preferred talent supplier for the region. Talent availability is a key component for business decisions to locate, relocate and expand.

The EDC of Wakulla County is the designated entity that promotes economic development, is empowered to foster major initiatives, promote business attraction, work to retain local business to grow and create new jobs. The EDCs vision is to create a vibrant and sustainable regional economy.

Confidentiality: This relationship recognizes that in the business attractor process, a high level of confidentiality is required. Both parties agree to honor the request for confidentiality of prospects considering the region for expansion.

Data: Both parties understand the need for good quality of data required in the site selection process. As new tools for mapping become available to better target the business community we can become more strategic in our coordination efforts. As well as sharing business intelligence data whenever possible.

EEOC: Both parties agree to provide equal opportunity for employment and advancement opportunities. Employment decisions will be based on merit, qualifications, and abilities. The EDC and CSCR will not discrimination employment opportunities or practices based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, or political affiliation or belief, or any other characteristic protected by law.

The EDC agrees to the following:

- Include CSCR CEO as a voting member investor of the EDC Board of Directors.
- Include CSCR as a partner in marketing and outreach efforts including media, webpage, collaborative marketing materials and events.
- Actively engage CSCR staff in workforce related activities related to business attraction, expansion and retention.
- Actively engage communications between CSCR and EDC staff on business expansion and/or downsizing notices.
• Actively market the services that CSCR offers to businesses. Include marketing brochures with outreach folders.
• Recommend Employ Florida (EF) to all business members and non-members as the first choice for Talent needs. www.employflorida.com/
• Refer employers expressing a challenge to finding capable employees the Business Services Team for support and assistance.
• Encourage all CareerSource Florida and CSCR training programs to upgrade skills of their employees related to new equipment, software, customized training etc. as a business retention opportunity.
• Establish quarterly meetings for an update on the relationship.
• Submit the quarterly activity report using the template provided no later than thirty (30) days after each of the reporting quarters.
• Provide the recommendation letters for CSCR board to Wakulla County as required by the Workforce Innovation and Opportunity Act of 2014.

CSCR Agrees to the following:

• Provide chamber marketing materials in the business services folder left on each business call.
• Provide labor market trends and data as requested.
• Include the Wakulla County EDC Executive Director as a member of the CSCR Board of Directors and member of the Strategic Policy and Planning Committee.
• When requested provide experienced Account Executives or CSCR designated staff to accompany the EDC on calls related to business recruitment, expansion and retention prospects.
• Support the business roundtables and hiring fairs in the targeted sectors by sending staff to participate.
• Communicate layoffs and other shifts in the employment market that are important to the EDC from a business intelligence point of view.
• Provide an explicit reporting form for the quarterly reports to the WEDC.

Investment: The CSCR Board will make an investment of Seven Thousand Dollars ($7,000) to cover the EDC dues for membership and related event attendance.

Effective July 1, 2018 and in force to June 30, 2023.

John Shuff - Executive Director
Wakulla County EDC

Jim McShane MPA, CEO
CareerSource Capital Region
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Between
CareerSource Capital Region
And
The Wakulla County Economic Development Council

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• Include the Wakulla County EDC Executive Director as a member of the CSCR Board of Directors and member of the Strategic Policy and Planning Committee.
• When requested provide experienced Account Executives or CSCR designated staff to accompany the EDC on calls related to business recruitment, expansion and retention prospects.
• Support the business roundtables and hiring fairs in the targeted sectors by sending staff to participate.
• Communicate layoffs and other shifts in the employment market that are important to the EDC from a business intelligence point of view.
• Provide an explicit reporting form for the quarterly reports to the WEDC.

Investment: The CSCR Board will make an investment of Seven Thousand Dollars ($7,000) to cover the EDC dues for membership and related event attendance.

Effective July 1, 2018 and in force to June 30, 2023.

John Shuff - Executive Director
Wakulla County EDC

Jim McShane MPA, CEO
CareerSource Capital Region
6/5/19

This letter is to verify that the current MOU between the Wakulla County School Board and CareerSource Capital Region is extended from 7/1/19 until 6/30/20, the remaining time left in the current grant cycle. A new MOU will be created next year for the new AGE grant application.

[Signature]
Dod Walker
Adult Education Director
Wakulla County School Board

[Signature]
Robert Pearce
Superintendent
Wakulla County School Board

[Signature]
Jim McShane
Chief Executive Officer
CareerSource Capital Region
MEMORANDUM OF AGREEMENT

BETWEEN

CareerSource Capital Region
And
Wakulla County School Board

Parties: This memorandum of agreement is entered into between CareerSource Capital Region (CSCR) and Wakulla County School Board (WCSB).

Terms of Agreement: The agreement is effective for the period of July 1, 2018 to June 30, 2019 and is renewable for subsequent one year terms if required.

Wakulla County Schools agrees to the following:

- Refer all eligible students to the CareerSource Capital Region Career Center(s).
- Make all CareerSource Capital Region materials and brochures available to Wakulla County students.
- Invite CareerSource Capital Region staff to present career information, labor market information and other workshops to build the knowledge for careers with students.
- Actively engage communication between CSCR and WCSB staff on business expansion and/or downsizing notices.

CareerSource Capital Region agrees to the following:

- Provide local career data to the Wakulla County Schools, Chief Academic Officer as it becomes available.
- Share labor information as it is updated monthly by Department of Economic Opportunity and jobs posted within the tri-county area (Leon, Wakulla, Gadsden).
- Provide speakers each semester to teach students on career seeker expectations, labor market information, using social media and other workshops that can assist the students in being more effective in their job search.

Jim McShane, CEO
CareerSource Capital Region

Sunny Chaney, Chief Academic Officer
Wakulla County School Board

Robert Pearce, Superintendent
Wakulla County School Board

Rebecca S. Cook, Chair
Wakulla County School Board

CC: Dee Robinson, Dan McGrew