CareerSource Central Florida's 2024 strategic plan is open for public viewing and comments from September 6 - October 1, 2024.

Please advance to next page to begin viewing.

If you have any comments, please email Gina Ronokarijo at cscfstrategy@careersourcecf.com by October 1, 2024.



# CareerSource Central Florida

Local Workforce Plan January 1, 2025 – December 31, 2028

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# **Attachment List:**

- A. Interlocal agreement
- B. **Executed agreement** between the chief local elected official(s) and the local workforce development board.
- C. Evidence of designation of the fiscal agent by the chief local elected official(s), if other than the chief local elected official.
- D. Bylaws -
- E. Current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board's vote on the local plan.
- F. Organizational Chart
- **G.** Agreements describing how any single entity 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, will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any processes and procedures that clearly detail a) how functions are sufficiently separated; b) descriptions of the steps the local area has taken

to mitigate risks that could lead to impropriety; c) firewalls (physical, technological, policies, etc.) created to ensure such risks are mitigated; and d) oversight and monitoring procedures.

- **H. Executed Memoranda of Understanding for all one-stop partners** (Section III(b)(2) of the State of Florida WIOA Unified Plan).
- I. Executed Infrastructure Funding Agreements with all applicable WIOA required partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan).
- J. Executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to all services available in the local one-stop delivery system. This includes cooperative agreements (as defined in WIOA section 107(d)(11)(B) between the LWDB or other local entities described in WIOA section 107(d)(11)(C) 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.
- K. A description of the process used by the LWDB to obtain input and comment by representatives of business and labor organizations for the development of the plan. This attachment must include any comments submitted during the public comment period that represent disagreement with the local plan (WIOA§108(d)).

# INTRODUCTION

The Central Florida region continues to be a national leader in job creation, driven by its diverse cultural landscape and its strategic importance to regional, national, and global markets. However, this growth masks a dual challenge: many residents, despite their dedication and aspirations, face barriers to higher-wage employment due to limited education and skills. Simultaneously, high-growth sectors such as healthcare, manufacturing, finance, technology, construction, and hospitality struggle to find the skilled talent needed to sustain their expansion and competitiveness.

CareerSource Central Florida (CSCF) addresses these challenges by serving as a bridge between individuals seeking better career opportunities and industries in need of qualified talent. CSCF empowers residents through specialized training and certifications while supporting businesses with workforce development strategies to foster growth. As one of Florida's 21 workforce development boards, CSCF represents Lake, Orange, Osceola, Seminole, and Sumter counties, serving a region with over 2.8 million residents and more than 100,000 businesses (JobsEQ 2023, Q4). CSCF is the designated entity to manage U.S. Department of Labor funds, igniting potential through innovative talent solutions aligned with in-demand careers.

This local strategic plan outlines the workforce development initiatives for the Central Florida region, focused on fostering prosperity for both residents and businesses.

#### ORGANIZATIONAL STRUCTURE

#### Chief Elected Official(s):

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

Orange County	County			Assistant Info:
Representative	Administration			Awilda Morales
(Chair):	Building	(407) 836-	idensinas Reefluset	Awilda Morales
Mayor Jerry Demings	201 S. Rosalind Ave. Orlando, FL 32801-3527	7370	jdemings@ocfl.net	(407) 836-7037 awilda.morales@ocfl.net

Lake County Representative: Commissioner Douglas Shields	Lake County BOCC P.O. Box 7800 (Mailing Address) 315 W. Main St. Tavares, FL 32778	(352) 343- 9850	DShields@lakecountyfl.gov	Assistant Info: Andrea Kennard (352) 343-9850  akennard@lakecountyfl.gov
Osceola Representative: Commissioner Peggy Choudhry	Osceola County 1 Courthouse Square, Suite 4700 Kissimmee, FL 34741	(407) 742- 2000	peggy.choudhry@osceola. org	Assistant Info:  Jessica Valero  (407) 742-2387  jessica.valero@osceola.org
Seminole Representative (Vice Chair): Commissioner Lee Constantine	Seminole County Government 1101 E. First Street Sanford, FL 32771	(407) 665- 7209	LConstantine@seminoleco untyfl.gov	Assistant Info: Diana Massari 407-665-7209 dmassari@seminolecountyfl.gov
Sumter Representative: Commissioner Roberta Ulrich	Sumter County 7375 Powell Road Wildwood, FL 34785	(352) 689- 4400	roberta.ulrich@sumtercoun tyfl.gov	Assistant Info: Administrative Services (352) 689-4400  administrative.services@sumtercountyf  l.gov

# > Describe how the chief local elected official(s) was involved in the development, review, and approval of the local plan.

At the bi-annual Joint Consortium and Board Meetings, the Board engages in comprehensive discussions with the Chief Elected Officials to align on goals and strategies. In addition, senior leaders from CareerSource Central Florida (CSCF) hold quarterly meetings with Consortium members and key staff to provide updates on planned activities, strengthen partnerships, and report on system outcomes. These regular interactions ensure continuous alignment, enhance collaborative efforts, and maintain a shared focus on advancing the region's workforce development goals.

The Chief Elected Officials Consortium has designated a Chair to act on behalf of the Consortium and to work with the CSCF Board Chair to review and approve items as required.

#### Local Workforce Development Board

Identify the chairperson/vice chair of the LWDB by name, title, mailing address, phone number and email address. Identify the business that the chairperson represents.

Richard Sweat, Chair President & CEO .decimal	121 Central Park Place Sanford, FL 32750	(407) 330-3300	rsweat@dotdecimal.com
Sheri Olson, Vice Chair Director, South Lake Hospital Foundation, Guest & Government Relations	1900 Don Wickham Dr Clermont, FL 34711	(352) 536-8771	Sheri.olson@ohealth.com
Orlando Health South Lake Hospital			

> Describe how the LWDB members were involved in the development, review, and approval of the local plan.

CareerSource Central Florida's (CSCF) strategic planning process is an in-depth, multifaceted approach that integrates diverse data sources and insights to drive organizational direction and effectiveness. It involves a thorough review of programmatic data, labor market information, and feedback from stakeholders, staff, and customers. The Board of Directors and leadership team analyze the organization's current position and future aspirations, conducting environmental scans and SWOT analyses that consider regional labor market projections, industry dynamics, and regulatory changes.

Informed by these assessments and aligned with CSCF's North Star vision, "Talent solutions to ignite your potential," the Board identifies local needs and community aspirations to establish annual strategic priorities. These priorities are accompanied by key performance metrics to be closely monitored and managed by staff, ensuring the organization meets its standards for excellence and remains responsive to evolving workforce requirements. This dynamic and inclusive planning process ensures that CSCF remains adaptable, forward-thinking, and aligned with the needs of the community and the evolving demands of the regional labor market.

Describe how the LWDB convened local workforce development system stakeholders to assist in the development of the local plan.

The CareerSource Central Florida Board of Directors actively engages stakeholders through a variety of collaborative activities, including regular discussions with representatives from high-

growth industries to understand workforce needs and receiving presentations on emerging trends. The Board also collaborates closely with economic development partners, such as the Orlando Economic Partnership, local chambers of commerce, the University of Central Florida's School of Business, and industry advisory groups. As a member of the National Science Foundation Engine: Central Florida Semiconductor Innovation Engine, CSCF leverages economic insights and utilizes the efforts of the newly developed Education and Industry Consortium to inform its strategies. Additionally, the Board maintains ongoing dialogue with entities representing target populations, including low-income individuals, disconnected youth, people with disabilities, and justice-involved individuals, alongside its business and mandated members.

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

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

The Workforce Development Board of Central Florida (Board) d/b/a CareerSource Central Florida (CSCF) serves as both the administrative and fiscal entity to receive and disburse funds.

➤ 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

CSCF is responsible for staffing the local board staff and the operational staff to deliver services to business and career seekers.

# One-Stop Operator and One-Stop Career Centers

➤ Provide the name of the entity or entities selected through a competitive process to serve as the one-stop operator and the effective date of the current agreement in place between the LWDB and the one-stop operator.

Thomas P. Miller & Associates, LLC was selected through a competitive process to serve as the One-Stop Operator effective 08/15/2024.

Describe the steps taken to ensure a competitive process for selecting the one-stop operator(s) (WIOA § 121(d)(2)(A)).

As part of CareerSource Central Florida's (CSCF) implementation of the Workforce Innovation

and Opportunity Act (WIOA), the organization established clear definitions and a competitive procurement process for the roles of the One Stop Operator and Career Services Provider (§678.600 - 678.635.) The One Stop Operator was defined as an entity or entities responsible for the strategic coordination of all mandatory partners across the five counties served by CSCF, without engaging in direct service delivery. The One Stop Operator's activities are overseen by the Chief Operations Officer or designee to ensure alignment with CSCF's objectives and adherence to WIOA requirements.

To select a One Stop Operator, CSCF issues a Request for Proposal (RFP), which may be accompanied by a bidder's conference to clarify expectations and answer questions. The proposals are reviewed by Board staff for alignment with the organization's needs, and a recommendation is made to the Board of Directors for approval and engagement. The chosen One Stop Operator works under the guidance of the Chief Operating Officer or their designee to facilitate collaboration with core and mandatory partners, supporting the region's full-service center and ensuring compliance with state and federal guidelines. This structured approach helps CSCF effectively manage workforce development services and maintain alignment with WIOA objectives.

> If the LWDB serves as the one-stop operator, provide the last date the state board granted approval to the LWDB to serve in this capacity and the approved duration.

CSCF does not serve in this capacity.

Describe the roles and responsibilities the LWDB has identified and assigned to the onestop operator.

CareerSource Central Florida (CSCF) defines the One-Stop Operator as a critical entity responsible for coordinating the service delivery of local One-Stop partners, including mandatory partners such as Vocational Rehabilitation, the Division of Blind Services, Family Literacy programs, public Adult Education programs, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build within the five-county service area.

The One-Stop Operator's responsibilities include establishing strategic linkages among partners to align their missions and values with CSCF's objectives. This involves facilitating discussions to create data-sharing agreements, track performance metrics, and enhance collaborative efforts. The Operator convenes meetings to build relationships, streamline

processes, and improve overall efficiency and effectiveness. Additionally, they support CSCF in negotiating infrastructure funding agreements and assist in developing and executing Memoranda of Understanding (MOUs) or other documents to comply with partner funding requirements and delivery models.

Furthermore, the One-Stop Operator works closely with CSCF staff to engage stakeholders in negotiating service delivery commitments and acts as a facilitator to implement program coordination activities outlined in the MOUs. The Operator provides monthly reports to the Chief Operations Officer (COO) detailing progress and specific milestones achieved under a service contract, ensuring transparent and accountable management of workforce development services.

By coordinating these efforts, the One-Stop Operator plays a vital role in aligning resources, promoting integrated service delivery, and ensuring compliance with state and federal regulations, ultimately enhancing the effectiveness and reach of CSCF's workforce development initiatives across the region.

Provide the location (address) and type of each access point, indicating whether it is a comprehensive center<sup>3</sup>, affiliate site or specialized center, as described in <u>CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One-Stop Career Center Certification Requirements</u>.

CareerSource Central Florida  – Lake/Sumter (Lake/Sumter	9909 U.S. Hwy 441, Building M#29, Leesburg, Fl 34788	M-Th 8:00am-5:00pm
State College Campus)	Wi#25, Eccapary, 11 547 66	
Career Source Central Florida  – Sumter Satellite Office (Lake/Sumter State College Campus)	1405 CR 526a, Sumterville, FL 33585	Tues 9:00am-4:00pm
CareerSource Central		
Florida – Orange (West) **	9401 W. Colonial Drive, Ocoee,	M-Fri 8:00am-5:00pm
Comprehensive Career Center	FL 34761	
CareerSource Central Florida  – Orange (Southeast)	5784 S. Semoran Blvd, Orlando, FL 32822	M-Th 8:00am-5:00pm
CareerSource Central Florida  – Osceola (Valencia College Osceola Campus)	1800 Dean John Lane, Bldg. CIT, Suite 300, Kissimmee, FL 34744	M-Th 8:00am-5:00pm
CareerSource Central Florida - Seminole	1209 W. Airport Blvd, Sanford, FL 32773	M-Th 8:00am-5:00pm
CareerSource Central Florida  – Administration offices	390 N. Orange Ave., Suite 700, Orlando, FL 32801	M-Fri 8:00am-5:00pm
CareerSource Central Florida  – Satellite Office	5160 Pueblo Street Orlando, FL 32819	Mon 10:00am – 2:00pm

Center I
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- Identify the days and times when each access point is open to customers. Comprehensive career centers must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday.
- For each access point, identify how each local area provides customers with access to each required (and any approved optional) one-stop career center partners' programs, services and activities (physical co-location, electronic methods, and/or referrals).
  - Pursuant to the <u>CareerSource Florida Administrative Policy 093 One-Stop Delivery System and One-Stop Career Center Certification Requirements</u>, provide the required attestation that at least one comprehensive one-stop center in the local area meets the certification requirements contained therein.
  - Describe any additional criteria (or higher levels of service coordination than required in <u>CareerSource Florida Administrative Policy 093 One-Stop Delivery System and One-Stop Career Center Certification Requirements</u>) relating to service coordination achieved by the one-stop delivery system, to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area (WIOA § 121(g)(3)).

The West Oaks Office serves as the comprehensive center where all mandatory partners are co-located, providing customers with direct access to a full range of services in one location. Other CareerSource Central Florida locations offer career and training services and facilitate access to mandatory partners through electronic methods and referrals. This ensures that customers across all sites have access to the programs, services, and activities required by the one-stop career center, in line with local area needs and compliance requirements.

#### Provider of Workforce Services

Provide the name of the entity or entities selected to provide workforce services (except training services) within the local one-stop delivery system.

CareerSource Central Florida serves as the workforce services provider (except training services) within the local one-stop delivery system.

Identify and describe what workforce services (except training services) are provided by the selected one-stop operator, if any.

The One Stop Operator is responsible for coordinating the efforts of all required One Stop partners, including Adult Education, Vocational Rehabilitation, and the Division of Blind Services, throughout our five-county region. This coordination ensures that these

partners work collaboratively to provide a seamless and integrated experience for customers, aligning their activities with regional workforce development objectives and maintaining compliance with state and federal regulations. The One Stop Operator plays a critical role in fostering effective partnerships to support the diverse needs of the local workforce.

Identify and describe what career services are provided by the designated provider of workforce services (except training services).

The designated provider of workforce services is tasked with delivering comprehensive career services for programs under Title I of WIOA, including Wagner-Peyser, Veterans' services, Trade Adjustment Assistance, Welfare Transition, and the Supplemental Nutrition Assistance Program (SNAP). These services must align with the local area's four-year strategic plan, ensuring a cohesive approach to workforce development. The provider is also responsible for managing these programs effectively to meet all state and federal requirements, thereby supporting the local community's workforce needs while maintaining compliance with applicable regulations.

➤ If the LWDB serves as the direct provider of workforce services (except training services), provide the last date the CareerSource Florida Board of Directors granted approval to the LWDB to serve in this capacity and the approved duration.

CareerSource Central Florida was granted approval to serve in this capacity by the CareerSource Florida Board of Directors from July 1, 2023, through June 30, 2026

#### Youth Service Provider

Provide the name of the entity or entities selected to provide youth workforce investment activities (youth program services) and, if the entity was competitively procured, the term through which the entity is contracted to provide these services.

CareerSource Central Florida does not employ an external youth service provider. As the Direct Provider of Workforce Services, CSCF directly administers all youth services under the Workforce Innovation and Opportunity Act (WIOA), ensuring comprehensive support and engagement for young individuals in the region.

Describe the steps taken to ensure a competitive process for the selection of the youth service provider(s) in the local area, if the LWDB does not provide these services. N/A

- Describe the roles and responsibilities the LWDB has identified and assigned to the youth service provider. N/A
- Describe any additional criteria the LWDB has established to ensure providers best positioned to deliver required youth program elements resulting in strong outcomes for youth participants are used, if applicable. N/A
- Identify and describe the youth program element(s) provided by each provider.

CareerSource Central Florida (CSCF) directly administers all 14 elements of the Workforce Innovation and Opportunity Act (WIOA) youth program, which includes: tutoring, study skills training, alternative secondary education, paid and unpaid work experiences, occupational skills training, education offered concurrently with workforce preparation, leadership development, supportive services, adult mentoring, comprehensive guidance and counseling, financial literacy education, entrepreneurial skills training, labor market and employment information, and activities that prepare youth for postsecondary education and training. CSCF ensures these services are accessible and aligned with regional workforce needs, promoting successful outcomes for youth participants.

Career Center Staff (a) List the position title and number of positions that are considered as local county or municipality employees.
N/A

#### ANALYSIS OF NEED AND AVAILABLE RESOURCES

- ❖ Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:
  - > Information on existing and emerging in-demand industry sectors and occupations; and
  - ➤ The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

CareerSource Central Florida (CSCF) has strategically refined its focus to address the region's economic conditions and workforce needs by identifying and prioritizing emerging in-demand sectors and occupations. Following an initial analysis conducted in 2016-2017, which identified six key industry clusters—Construction, IT & Finance, Transportation, Logistics & Utilities, Hospitality, and Healthcare—CSCF has evolved its approach based on updated industry and occupational growth projections. CSCF has identified several key occupation clusters of focus:

**STEM Careers:** Emphasizing roles in Advanced Manufacturing and Information Technology, responding to regional growth in tech-driven industries and innovation.

Cares Careers: Focusing on healthcare, education, and public safety to meet the increasing demand in these essential sectors.

*Trades and Infrastructure Careers:* Addressing critical needs in construction, maintenance, and infrastructure, reflecting the area's ongoing development.

Hospitality Mid-Level Careers: Targeting specialized roles within hospitality to support the sector's evolution beyond entry-level positions.

CSCF has also implemented sector strategies for emerging industries, such as the semiconductor industry and broadband expansion, to capitalize on new opportunities created by technological advancements and increased demand for digital connectivity.

#### **Employment Needs of Employers:**

Employers across these sectors are seeking workers with specialized skills that align with industry standards and technological advancements. There is a significant demand for mid-level professionals in STEM fields, including Advanced Manufacturing and IT, as well as for healthcare practitioners, educators, and public safety officials. Construction and infrastructure roles are increasingly vital due to ongoing regional growth and development, while hospitality businesses are looking for individuals with expertise in management and specialized services.

#### **Alignment with Strategic Partners:**

CSCF's industry focus areas align with four of the eight key industries identified by the state legislature—Manufacturing, Financial & Professional Services, Logistics & Distribution, and Healthcare—under the Florida Chamber Foundation's Florida Jobs 2030 plan. Additionally, CSCF's focus aligns with the Orlando Economic Partnership's targeted industries, enabling a strategic concentration on regional needs and maximizing resources to support both career seekers and businesses effectively.

#### CSCF's refined focus has led to several key improvements:

**Partnerships with Apprenticeships:** Strengthening the link between industry and education by expanding apprenticeship opportunities.

**Advanced Training:** Shifting from basic to more specialized, middle-career-level training to better meet employer needs.

*Increased Wages:* Enhancing employment outcomes, including higher wages for those placed in jobs after training.

**Enhanced Industry Understanding:** Developing a deeper insight into specific industry needs and creating targeted talent solutions in collaboration with strategic partners.

#### **Regional Economic Conditions and Projections:**

Based on the latest analysis from Lightcast, the Central Florida region demonstrates strong growth across several key industries. The construction sector shows a higher-than-national average in job supply and demand, while the hospitality and tourism sector generated over \$87 billion in revenue in 2022 and maintains high employment levels. Healthcare indicates a workforce shortage, suggesting demand for workers. The manufacturing industry saw 15,280 unique job postings, and IT and Finance grew by 11% over five years, projecting 85,408 jobs by 2028. Trade and logistics are also thriving, with over 81,000 job postings in the last 12 months.

According to JobsEQ's analysis of occupation gaps in Central Florida over the next five years, there is a notable supply deficit in several high-demand occupations, including Healthcare Practitioners and Technical Occupations (-1,043), Management (-874), and Computer and Mathematical Occupations (-546). In contrast, there is a supply surplus in fields such as Food Preparation and Serving Related Occupations (+2,500) and Sales and Related Occupations (+1,461). This data highlights a mismatch between workforce supply and demand, underscoring the need for targeted training and development to address these gaps.

#### Continuous Improvement and Adaptability:

To maintain its relevance and effectiveness, CSCF continuously evaluates the supply and demand of local talent, adjusting its resources as needed to address any emerging gaps. This proactive approach ensures that CSCF can swiftly respond to changing economic and labor market conditions, meeting the evolving needs of both employers and the workforce in Central Florida.

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)).

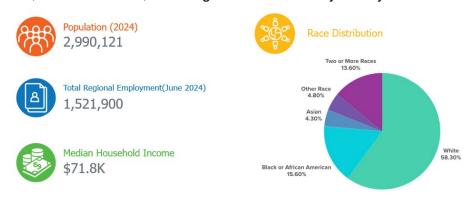
In an environment of low unemployment, businesses across various industries face persistent challenges in recruiting qualified talent who not only possess technical skills but also demonstrate a strong understanding of company culture, appropriate workplace behavior, customer service excellence, and a commitment to continuous learning. Through formal and informal discussions and ongoing research, CareerSource Central Florida (CSCF) recognizes that employers prioritize candidates with strong soft skills—often referred to as "interpersonal and people skills." Indeed.com, a leading job site, has identified seven critical soft skills that are most valued by employers:

- **Teamwork and Leadership:** The ability to collaborate effectively and lead when necessary.
- Flexibility: Adapting to changing situations and demonstrating reliability.
- Effective Communication: Articulating ideas clearly, listening actively, and using appropriate body language.
- Problem-Solving and Resourcefulness: Addressing unexpected issues with creative and practical solutions.
- Accepting Feedback: Responding constructively to feedback and applying it for professional growth.
- **Confidence:** Demonstrating self-assurance backed by knowledge and skills, fostering trust among supervisors, peers, and clients.
- Creative Thinking: Offering innovative solutions that enhance efficiency and drive growth.

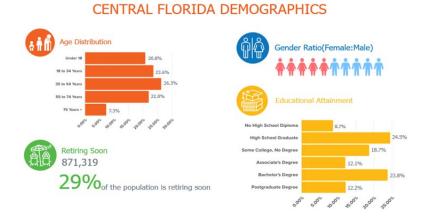
Feedback from employers aligns with data from job postings (Help Wanted Online - HWOL), which identifies the top five skills in demand: customer service, problem-solving, interpersonal skills, flexibility, and teamwork. These skills are critical for positions across various in-demand sectors, including healthcare, IT, finance, construction, and logistics.

CSCF remains committed to integrating these essential skills into its service delivery for career seekers. Over the next four years, CSCF will offer tailored training programs, career exploration tools, and resources—both in its centers and virtually—to help job seekers discover suitable career paths while gaining the knowledge and competencies needed to meet the evolving employment demands of local employers in high-demand industry sectors. By focusing on developing both hard and soft skills and providing opportunities for career exploration, CSCF aligns the regional workforce with employer expectations, addressing gaps and promoting sustained economic growth.

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)). According to the latest data from JobsEQ and the Florida Department of Commerce, Bureau of Workforce Statistics and Economic Research, Central Florida's population is projected to reach approximately 2,990,121 in 2024, with a total regional employment of 1,521,900 by June 2024. The median household income is estimated at \$71.8K. The region's racial distribution includes 58.3% White, 15.6% Black or African American, 13.6% identifying as Two or More Races, 4.8% as Other Races, and 4.3% Asian, reflecting the area's diversity and dynamic workforce.

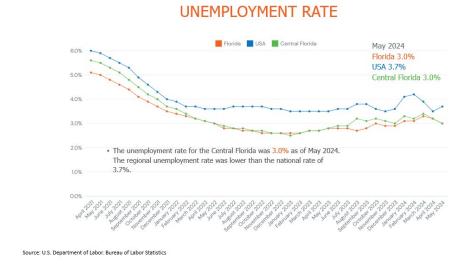


Central Florida's population is characterized by a diverse age distribution: 20.8% are under 18, 23.6% are aged 18 to 34, 26.3% are 35 to 54, 22.0% are 55 to 74, and 7.3% are 75 and older. Notably, 29% (or 871,319 individuals) of the population is nearing retirement. The gender ratio is balanced, with a slight majority of females. Educational attainment varies, with 24.5% having a high school diploma, 18.7% some college, 12.1% an associate degree, 23.8% a bachelor's degree, and 12.2% holding a postgraduate degree.



As of May 2024, the unemployment rate for Central Florida stands at 3.0%, which is lower than the national average of 3.7%. This figure is consistent with the overall state unemployment rate of Florida, also at 3.0%. The regional unemployment rate has steadily decreased since April 2021,

indicating a strong labor market in Central Florida. This trend highlights the area's economic resilience and its ability to maintain a robust employment landscape in comparison to the broader national context, as reported by the U.S. Department of Labor, Bureau of Labor Statistics.



According to data from the U.S. Chamber of Commerce and the America Works Data Center, the nation is experiencing a significant worker shortage, with only 76 workers available for every 100 open jobs as of May 2024. In Florida, the situation is even more pronounced, with just 53 workers for every 100 job openings. This shortage highlights the growing gap between job availability and the number of unemployed workers, emphasizing the need for strategic workforce development to address these disparities.

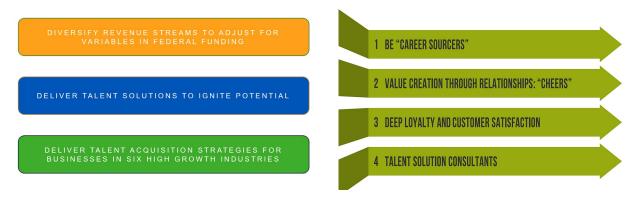
As the demand for technically skilled talent and middle-skill jobs continues to grow, CareerSource Central Florida (CSCF) is focused on strategically developing new talent pipelines to connect the region's employers with underutilized talent, including those earning less than \$15 per hour and identified as the Asset Limited Income-Constrained Employed (ALICE) population by United Way. CSCF seeks to collaborate with education and community partners to reengage young people in completing their high school diplomas, pursuing post-secondary education or training, and helping college graduates secure their first career opportunities. According to the National Skills Coalition, middle-skill jobs make up 55% of Florida's labor market, yet only 46% of workers are trained to this level.

Under the Workforce Innovation and Opportunity Act (WIOA), CSCF is committed to supporting individuals with barriers to employment—such as low-income individuals, those with basic skills below

an 8.9 grade level, individuals with disabilities, out-of-school youth, justice involved individuals, and non-English speakers—by providing programs and services designed to remove these barriers and facilitate entry into career pathways. Additionally, CSCF recognizes opportunities to assist underemployed individuals or those currently in income-maintenance roles who wish to re-enter industries where they were previously employed but were displaced due to economic or life events. The organization further defines barriers related to lack of work experience and the challenge of applying newly acquired skills, as outlined in its local policy documents.

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 Central Florida (CSCF) consistently evaluates employment, education, and training activities across its five counties to ensure alignment with current and future business needs. As part of its strategic planning process, the Board of Directors and senior leadership analyze regional services and identify gaps to address in the coming year. Guided by the organization's mission and vision, the Board is now focused on three key priorities and four strategic initiatives



CareerSource Central Florida (CSCF) has strategically outlined its core strategies for the next three years to enhance its impact and align with its mission. These strategies focus on diversifying revenue streams to build resiliency, delivering innovative career solutions to ignite the potential of Central Florida residents, identifying and providing talent solutions that address labor market demands, and optimizing workforce innovations to maximize organizational value.

CareerSource Central Florida (CSCF) has identified several strengths in its current activities that enhance its ability to meet regional workforce needs. These include a refined understanding of its niche customer base and the services they seek, enabling more effective service delivery. CSCF

offers diverse talent development options, such as internships, training, and on-the-job training in high-growth industries, tailored to career seekers' needs. A robust education and training network supports career and education awareness, providing access to skill-building for in-demand occupations.

Additionally, CSCF benefits from strong collaboration with community partners, non-profit agencies, economic development organizations, and local neighborhood organizations, all working together to provide employment readiness and training services. CSCF has strengthened its partnerships with apprenticeship programs to expand training opportunities for underrepresented populations. CSCF is also actively engaged in the Hope Florida initiative, working closely with the Department of Children and Families (DCF) to provide targeted employment and training opportunities for referred individuals, effectively co-managing these cases to ensure comprehensive support and successful outcomes.

CSCF's innovative call center provides essential frontline services, such as scheduling, state system account support, and resource information, and serves as the foundation for developing a fully virtual career center, a key component of CSCF's strategic plan over the next four years. CSCF has also fostered promising partnerships with WIOA core and mandatory partners to enhance service coordination across the region's One-Stop and other career centers.

The youth program provides a dynamic environment where young people can engage in career exploration activities, participate in targeted industry training, experience hands-on opportunities with employers, and gain meaningful employment. Initiatives like the High School Career Express offer juniors and seniors opportunities to explore various career paths, while the Summer Program further enhances these efforts by fostering connections with employers, providing practical experience, and opening doors to mentorship and job placement opportunities for young adults.

Furthermore, CSCF leverages rich data and technology to develop dashboards and reports for strategic decision-making, talent development management, and forecasting. CSCF's committed and diverse workforce is aligned with its mission, vision, and values. To further enhance these strengths, CSCF is actively seeking diversified funding from local county governments, municipalities, and corporations to scale its beneficial programs and expand its reach.

CSCF partnered with Curium to identify key areas for growth and development. This collaboration led to the establishment of four foundational pillars—"Being Brilliant at the Basics," "Optimizing Innovation," "Leading People," and "Driving Resiliency"—under the acronym BOLD. These pillars guide CSCF's commitment to delivering exceptional customer experiences, embracing technological innovation, fostering a competitive and inclusive organizational culture, and developing a strategic resiliency plan to adapt to the evolving labor market. Together, these efforts reinforce CSCF's dedication to supporting the community, advancing innovative practices, and ensuring sustained growth and impact.

CareerSource Central Florida (CSCF) has identified several key opportunities for improvement to better serve the community:

- Addressing gaps in service delivery to rural communities, particularly in Lake and Sumter counties, by enhancing collaborations with local agencies and educational institutions to ensure equitable access to workforce development opportunities.
- Creating a customer journey based on strong relationships that guide individuals toward achieving long-term employment and career goals.
- Developing strategies to increase the number of training completers securing trainingrelated employment at \$18 or more per hour.
- Streamlining organizational processes to deliver services more efficiently with fewer resources.
- Offering meaningful services to underemployed individuals seeking career changes.
- Engaging businesses more effectively to upskill their existing workforce.
- Creating comprehensive, in-depth assessments to better understand individual needs and tailor services effectively.

These opportunities are central to CSCF's commitment to fostering a more inclusive and effective workforce development environment.

# LOCAL WORKFORCE DEVELOPMENT BOARD VISION AND STRATEGIC GOALS

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 Board's strategies are designed to enhance engagement and service delivery to the region's niche career seekers and business customers, creating a system that is responsive to local talent needs by providing innovative talent solutions and acquisition strategies. These efforts will enable CSCF to meet and exceed employment, wage growth, and retention metrics as defined by the Workforce Innovation and Opportunity Act (WIOA).

To achieve these goals, the Board's strategy focuses on several key areas: realigning recruitment and training opportunities toward high-growth industries, further developing its workforce development professionals, crafting talent solutions that address customer needs, and fostering meaningful relationships that support individuals on their employment journey. By doing so, CSCF is committed to building an educated and skilled workforce that meets the evolving demands of the regional economy while aligning with federal performance requirements.

Considering the analyses described in (1) through (4) in Section B. Analysis of Need and Available Resources above, describe the local area's strategy to work with entities that carry out the core programs and combined state plan partner programs to align resources available to the local area, to achieve the strategic vision and goals described in number (1) above (20 CFR 679.560(a)(6)).

To align local resources effectively and achieve the strategic vision and goals, CareerSource Central Florida (CSCF) collaborates closely with entities administering core WIOA programs, such as Adult, Dislocated Worker, and Youth programs; Adult Education and Family Literacy; Vocational Rehabilitation; Division of Blind Services; and Wagner-Peyser services. Representatives from these programs actively participate at the Board and Committee levels, engaging in strategic discussions to enhance workforce system alignment, define roles, and explore innovative approaches to meet WIOA service and performance requirements.

By aligning resources and clearly defining roles and responsibilities, CSCF ensures that all core partners, including the Division of Blind Services, Adult Education, Career and Technical Education, and the Department of Children and Families, contribute effectively to achieving shared goals. Continuous engagement with each core partner fosters collaboration, leading to more coordinated resource allocation and improved service delivery for the local community.

Describe the LWDB's strategies to work with core and combined partners to contribute to the following statewide goals:

- (a) Increase local labor force participation.
- (b) Ensure local jobseekers and employees aged 25-70 have a credential of value.
- (c) Median wages greater to or equal to 75% of the median hourly wage in Florida.
- (d) Increase the second quarter after exit employment rate by 10% for each of the following populations:
- a. Individuals 55 years and older
- b. Youth
- c. Individuals receiving SNAP and TANF benefits
- d. Individuals without a high school diploma or speakers of other languages
- e. Individuals with disabilities
- (e) Increase total newly registered apprentices annually.
- (f) Increase registered apprenticeship programs.
- (g) Increase registered pre-apprenticeship programs.
- (h) Increase percentage of 12th grade secondary career and technical education enrollment.
- (i) Build talent pipeline for targeted new and emerging industries of focus by assisting individuals to earn credentials that directly support the sector.

CareerSource Central Florida (CSCF) strategically aligns with statewide workforce goals by leveraging partnerships and targeted initiatives to engage underrepresented communities. CSCF engages core and combined partners to create inclusive pathways for underrepresented groups, such as individuals aged 55 and older, youth, recipients of SNAP and TANF benefits, and those with limited educational backgrounds or language barriers. The **Hope Florida initiative** is one example, where CSCF collaborates with the Department of Children and Families to provide tailored employment and training opportunities for those facing economic challenges, including SNAP and TANF recipients. CSCF also works with the justice system to support the reintegration of justice-involved individuals and offers specialized programs for newly immigrated residents, including English language learning and skills training.

Furthermore, CSCF focuses on building a dynamic talent pipeline for emerging industries by guiding individuals toward credentials that directly support sector-specific growth, ensuring that the region remains competitive and adaptive to evolving labor market demands. By collaborating with educational institutions, employers, and community organizations, CSCF provides jobseekers with access to credentials that improve their employability and increase their earning potential, focusing on positions in high-growth, high-wage industries. CSCF is committed to expanding apprenticeship opportunities, both registered and pre-apprenticeship, to create robust career pathways that are aligned with local industry needs. To achieve this, CSCF partners with local businesses and training providers to increase the number of newly registered apprentices and programs annually. This comprehensive strategy leverages collaborative partnerships, data-driven insights, and innovative program development to create a resilient and skilled workforce, ultimately contributing to the overall economic vitality of Central Florida.

# DESCRIPTION OF STRATEGIES AND PROGRAM SERVICES

❖ Workforce Development System Description: Describe the local workforce development system, including:(a) All of the programs that are included in the system; and(b) How the LWDB supports the strategy identified in the state plan under 20 CFR 676.105 and works with entities carrying out core programs and other workforce development programs, including 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.) to support service alignment (WIOA § 108(b)(2) and 20 CFR 679.560(b)(1)).

Under the Workforce Innovation and Opportunity Act (WIOA), local workforce development areas are encouraged to collaborate with partners to create a demand-driven, coordinated system that supports the region's talent pipeline. To develop this system, effective coordination of core and partner programs is essential.

#### CSCF's services are resourced by:

- Workforce Investment and Opportunity Act programs: Adult, Dislocated Worker, and Youth.
- Wagner-Peyser: Reemployment Services and Eligibility Assessment (RESEA) Grant, Trade
   Act Assistance (TAA), Veterans' Programs, and Labor Exchange services.
- Temporary Assistance for Needy Families (TANF).
- Supplemental Assistance & Nutrition Program (SNAP).

#### CSCF partners with other entities to coordinate core and partner programs:

- Adult Education and Family Literacy Act (AEFLA) programs.
- Vocational Rehabilitation.
- Division of Blind Services.
- Community Service Block Grants from local government and community-based entities.
- Migrant Seasonal Farmworkers Program (MSFW).
- Senior Community Employment Programs.
- Career and Technical Education Program (Perkins).

CSCF collaborates with Adult Education and Family Literacy (AEFL) programs by providing financial support for student fees, practice testing to measure gains, and staffing support to ensure students stay on target and continue to make progress. CSCF also connects AEFL students and graduates with employment opportunities and helps them transition to post-secondary education options. Programs authorized under the Perkins Career and Technical Education Act are reviewed by CSCF to ensure their relevance to demand occupations and industry growth, and

they are included on the Eligible Training Provider List (ETPL). CSCF continues to work closely with Perkins-funded programs, aligning training and employment activities for participants through engagement in stakeholder forums and strategic planning efforts.

Adult and Dislocated Worker Employment and Training Activities: Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7) and 20 CFR 679.560(b)(6)). This must include a description of local policies and procedures for individualized career and training services in the Adult program to give priority to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

At CareerSource Central Florida (CSCF), Career Consultants work closely with customers to understand their employment or career goals, assess their technical and soft skills, and determine their interests in skill development or career placement opportunities. This process involves both formal and informal methods to evaluate individuals' strengths, areas for improvement, interests, aptitudes, and workplace behaviors. CSCF provides various training activities for adults and dislocated workers, including career counseling and planning, job search and employment services, training, and work-based learning opportunities such as internships, on-the-job training, and apprenticeships.

To better address the talent gaps identified by employers and industry groups, CSCF has carefully reviewed and refined its policies, procedures, and strategies. The CSCF Priority for Services Policy aligns with WIOA's intent to allow flexibility in service delivery. This policy adheres to the guidelines outlined by the Department of Labor's Employment and Training Administration and complies with WIOA sections §680.600 and §680.640.

CSCF has established a priority of service for adults, giving precedence to veterans, their spouses, recipients of public assistance, other low-income individuals, and those who are basic skills deficient. An individual is considered basic skills deficient if they cannot perform basic arithmetic or problem-solving or read, write, or speak English at a level necessary to function effectively in the workplace, their family, or society. This priority will be applied in providing individualized career and training services, regardless of funding levels.

#### **Priority for Adult Eligibility:**

The priority for adult eligibility is structured as follows:

- Veterans and eligible spouses who meet WIOA eligibility criteria and possess one or more
  of the barriers listed below.
- 2. **Non-veterans** who have any one or more of the barriers listed below.

- 3. **Veterans and eligible spouses** without any of the barriers listed, including:
  - Military spouses who lost employment due to relocation associated with a permanent change in duty station.
  - Military spouses whose family income is significantly reduced due to deployment, active-duty orders, a permanent change of station, or a service-connected death or disability.
  - Military spouses who are unemployed or underemployed and struggling to find or improve employment.
- 4. **Non-veterans** without any of the barriers listed below.

# **Barriers Used to Determine Priority of Service:**

The barriers that determine priority of service include:

- Individuals with disabilities, as defined in WIOA section 3(25).
- Displaced homemakers, as defined in WIOA section 3(16).
- English language learners, as defined in WIOA section 204.
- Ex-offenders, as defined in WIOA section 3(38).
- Homeless individuals, as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)).
- Indians, Alaska Natives, and Native Hawaiians, as defined in WIOA section 166.
- Individuals with low literacy levels, as defined in WIOA section 203.
- Individuals facing significant cultural barriers, as defined in WIOA section 203.
- Individuals within two years of exhausting the lifetime eligibility for TANF assistance under Title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- Long-term unemployed individuals who have not been employed for 27 weeks or more.
- Low-income individuals, as defined in WIOA section 3(36) and locally as:
  - Receiving, or having received in the past six months, federal, state, or local public assistance.
  - Having a family income that does not exceed the federal poverty level or 200% of the lower living standard income level.

- Being homeless as defined above.
- A disabled individual whose income meets the low-income criteria, regardless of family income.
- Underemployed individuals, including those:
  - Working part-time while seeking full-time employment.
  - Employed in positions that do not match their skills and training.
  - Earning 20% less than in their previous employment.
- Older individuals aged 55 or older, as defined in WIOA section 3(39).
- Migrant and seasonal farmworkers, as defined in WIOA section 167(1).
- Single parents and single pregnant women.

By adhering to these priorities and criteria, CSCF ensures that the services provided are targeted effectively to those most in need, aligning with federal guidelines and responding to local workforce demands.

❖ Training Services: Describe how training services outlined in WIOA section 134 are provided, including: (a) A description of the process and criteria for issuing ITAs, including a description of any ITA limitations established by the LWDB and a description of any exceptions to the use of ITAs; (b) If contracts for training services are used, how the use of such contracts are coordinated with the use of ITAs; and (c) How the LWDB will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided (WIOA §108(b)(19) and 20 CFR 679.560(b)(18)). (d) How the LWDB 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)(3)(G)(iii)). Include strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(d)(1)(A)(ix)(II)(aa)). (e) How the LWDB incorporates/includes work-based training activities in the local area's service delivery model.

CareerSource Central Florida (CSCF) implements a robust Individual Training Account (ITA) process designed to empower customers to make well-informed decisions regarding their training options. This process emphasizes a comprehensive review of available program information, ensuring that individuals are fully aware of their choices. Career Consultants collaborate closely with customers to evaluate their interests, skills, aptitudes, and occupational goals, including the pursuit of specific credentials, licensures, and preferred work environments, before selecting a suitable training program.

Under the current guidelines, ITA vouchers are capped at \$7,000 for occupational training within high-growth industries. This cap represents the maximum investment in direct costs for each customer, covering tuition, books, and training fees. Notably, this amount does not encompass additional supportive services that may be provided to facilitate a customer's participation in the chosen program.

Aligned with its "Career in a Year" strategy, CSCF focuses on training programs that can be completed in less than one year. Consequently, CSCF's training funds are not allocated to support full degree programs, such as associate, bachelor's, master's, or doctorate degrees. Instead, financial support beyond these levels is restricted to covering licensure or examination fees for disciplines identified on the targeted occupation list.

This approach ensures that CSCF's resources are strategically invested in programs that quickly connect participants to employment opportunities in high-demand fields, maximizing both individual and regional economic impact.

CareerSource Central Florida (CSCF) provides a diverse range of training options through contractual agreements and partnerships with approved training vendors. These options include traditional classroom-based education, short-term training programs, work-based learning opportunities designed to help career seekers acquire competitive, industry-specific skills, and customized training tailored to the unique needs of employers and participants.

CSCF conducts a thorough evaluation of all training programs based on several key performance indicators, including completion rates, credential attainment, and successful job placements. This rigorous assessment process ensures that the programs offered meet high standards of effectiveness and align with the dynamic needs of the labor market. Furthermore, CSCF closely monitors program completers who have not yet secured employment to continuously evaluate the quality of training provided and to identify any market saturation that may impact employment outcomes.

All training provider agreements maintained by CSCF include specific operational and performance requirements. These stipulations ensure that training partners are held accountable for delivering programs that meet both the regulatory standards and the workforce development goals of CSCF. This systematic approach helps ensure that participants receive valuable, outcome-focused training that leads to meaningful employment opportunities in their chosen fields.

CareerSource Central Florida (CSCF) makes a comprehensive list of available training programs accessible to customers on its website and within its career centers. This information includes the program name, training provider, location, associated fees, and detailed performance metrics. Performance data encompasses program completion rates and job placement rates for all students enrolled, as reported to the Florida Education and Training Placement Information Program (FETPIP), as well as specific performance outcomes for participants in Workforce Innovation and Opportunity Act (WIOA) programs.

The program information is presented in a user-friendly, sortable format that allows customers to filter and view program and course descriptions based on their individual interests and career goals. Throughout the program selection process, customers collaborate with dedicated Career Consultants who assist in evaluating various factors such as cost, time commitment, and the practicality of attending a training program for a specified duration.

Career Consultants play a vital role in guiding customers toward making informed decisions by providing insights into different funding options available for training. This includes support through WIOA resources, Pell Grants, or personal financial investment. By offering this tailored guidance, CSCF ensures that customers choose programs that align with their career aspirations and financial circumstances, thereby enhancing their prospects for successful employment and career advancement.

The Career Service Committee of the Board regularly discusses industry-focused data to ensure that CSCF's talent development strategies align with market needs. As part of the annual review process, the Board examines detailed industry data to assess the effectiveness of existing talent solutions and identify areas that require improvement or redesign. This comprehensive review considers several key metrics, including enrollment levels by industry, training completion rates, employment placement rates, and wage outcomes for program participants.

Furthermore, representatives from all of the region's high-growth industries serve on the Board of Directors, providing valuable, real-time industry insights that inform decision-making. Each year, the Board utilizes this data to evaluate the training programs on the eligible training provider list, identifying any potential gaps in the current offerings. When such gaps are discovered, CSCF collaborates with its educational partners to develop new programs or refine existing ones, ensuring that the training provided remains relevant and responsive to the evolving needs of the local labor market.

This iterative process enables CSCF to continuously enhance the quality and impact of its training programs, thereby better serving both career seekers and employers in the region.

CareerSource Central Florida (CSCF) continually enhances and adapts its approach to delivering work-based learning and training activities as part of its comprehensive service offerings. These options encompass a broad range of practical, hands-on training experiences, including internships, work experience placements, on-the-job training (OJT), customized training programs tailored to specific employer needs, pre-vocational training for foundational skills development, and formal apprenticeship programs.

These training services are targeted to individuals who meet specific program eligibility criteria and are designed to support the acquisition of new skills, address existing skill gaps, or facilitate career advancement. The selection of appropriate training activities is a collaborative effort between the career seeker and the Career Consultant, culminating in a personalized service plan that outlines the agreed-upon training path and objectives.

For individuals facing significant barriers to employment or with limited work history, CSCF may develop specialized training services tailored to their unique needs. This personalized approach ensures that all participants, regardless of their background or challenges, have access to opportunities that enhance their employability and align with their career aspirations. By continually evolving its work-based learning and training offerings, CSCF remains responsive to the dynamic needs of the workforce and the local economy, promoting sustained success for both job seekers and employers.

❖ Youth Workforce Investment Activities: Describe and assess the type and availability of youth workforce investment activities (services) in the local area, including activities for youth who are individuals with disabilities. The description and assessment must: (a) Identify successful models of such youth workforce investment activities (WIOA §108(b)(9) and 20 CFR 679.560(b)(8)). (b) Include the local area's design framework for the local youth program and how the 14 program elements required in 20 CFR 681.460 are made available within that framework (WIOA § 129(c)(1)). (c) Describe the LWDB's policy regarding how the local area will determine when an individual meets the definition of basic skills deficient contained in CareerSource Florida Administrative Policy 095 − WIOA Youth Program Eligibility. (d) 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" and describe how the LWDB defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 CFR 681.290). (e) Define

the term "requires additional assistance to complete an educational program or to obtain or retain employment" and describe the circumstance(s) or other criteria the LWDB will use to qualify a youth under this eligibility barrier (20 CFR 681.300).

CareerSource Central Florida (CSCF) is dedicated to preparing youth and young adults for successful careers through a comprehensive approach that integrates career exploration, education, work-based learning, and employment opportunities. CSCF strategically allocates its Workforce Innovation and Opportunity Act (WIOA) funds to provide tailored services for youth and young adults who are both out-of-school and in-school, aged 16 to 24. With a recently obtained waiver, CSCF now has the flexibility to serve both in-school and out-of-school youth, while still aligning with federal guidelines that emphasize substantial support for youth engagement.

The youth programming under WIOA is designed to deliver high-quality career consulting and support services aimed at achieving educational and workplace goals. This includes personalized guidance in career exploration, helping participants understand viable career pathways, and providing summer and year-round work experiences. Additionally, the program offers training in high-demand occupations, enhances career readiness skills, and connects youth to essential community resources and support services as needed.

By concentrating on these key areas, CSCF ensures that youth and young adults are not only prepared for immediate job opportunities but also positioned for long-term career growth in fields that align with the region's economic needs. This holistic approach fosters a strong foundation for sustained success, bridging the gap between education and employment and empowering the next generation of the workforce.

CareerSource Central Florida (CSCF) is committed to continually developing and implementing a dynamic youth program model that offers multi-year services centered on career pathways within high-growth sectors. This model is supported by culturally competent Career Consultants who are highly skilled in workforce development and youth engagement principles, ensuring that each participant receives personalized guidance and support.

To further enhance the effectiveness of its youth programs, CSCF has integrated the use of Individual Training Accounts (ITAs) for education and training, resulting in a significant increase in the number of young individuals acquiring relevant skills and earning valuable credentials. This strategic approach not only empowers youth with the competencies needed to thrive in today's

competitive job market but also aligns with CSCF's goal of fostering a prepared and skilled future workforce.

CareerSource Central Florida (CSCF) strategically utilizes Temporary Assistance for Needy Families (TANF) resources to support youth employment and career exploration activities during the summer months. These resources are further leveraged with local private and public funds, enabling a greater number of young adults to participate, regardless of eligibility constraints. CSCF collaborates with post-secondary institutions and other eligible providers to deliver comprehensive career exploration activities that facilitate the transition from high school to post-secondary education or training opportunities.

To further align with regional workforce needs, CSCF offers industry-focused programming, including a Public Sector Academy, that immerses young adults in high-growth career pathways, aiming to inspire participants to pursue roles in these sectors. Additional career exploration and awareness initiatives are being explored to enhance these efforts.

CSCF also partners with a wide range of community organizations, high schools, alternative schools, post-secondary institutions, and vocational rehabilitation services to identify and implement best practices for supporting youth with disabilities in their transition to training or employment. To further expand its reach, CSCF collaborates with the Department of Juvenile Justice (DJJ) Circuits 5, 9, and 18, establishing a referral system with agreements to share information with probation officers working with justice-involved youth.

CSCF remains committed to researching and implementing best practices that align with the talent development needs of the region's diverse urban, suburban, and rural populations. By doing so, CSCF aims to ensure that young adults gain industry-relevant skills and successfully transition into employment, military service, apprenticeships, or post-secondary education and training.

CSCF's service delivery model engages young people where they are in their development and supports their engagement in the 14 required program elements as outlined in WIOA §129(c)(1)(2) based on their needs. CSCF's model includes a three-tier approach that support youth entering employment, post-secondary education, military, or continued apprenticeship:

<u>EXPLORE</u>	<u>ENGAGE</u>	EXPERIENCE
Enable young adults to explore careers and develop workplace relevant skills.	Enroll in educational or certification courses to enhance the marketability of youth in the job market.	Through experiential learning, young adults acquire the skills and knowledge necessary to thrive in the workplace.
<ul> <li>Career coaching</li> <li>Personal and career assessment</li> <li>Workplace skills training</li> <li>Financial literacy</li> <li>Leadership and networking</li> <li>Team building activities</li> </ul>	<ul> <li>Scholarship assistance to access education / training</li> <li>Industry-focused seminars</li> <li>Assistance in attaining a industry certificates and licenses</li> <li>Access to high school diploma and English language skill classes</li> </ul>	<ul> <li>Paid work experiences /         internships</li> <li>Community service projects</li> <li>Job shadow opportunities</li> <li>On-the-Job Training</li> <li>Connections to apprenticeship programs</li> </ul>

Career Consultants at CareerSource Central Florida (CSCF) work closely with youth to provide the following services:

- Objective Assessment: This comprehensive evaluation includes a review of a participant's
  academic and occupational skill levels and service needs, which is used to identify suitable
  activities and inform the development of a personalized career plan or individual service
  strategy. If an assessment has been conducted within the past six months, including those
  performed by other educational or training partners, a new assessment is not required.
- Career Plan / Individual Service Strategy: This strategy outlines the participant's
  educational and employment goals, incorporates career planning objectives, and utilizes the
  results from the objective assessment. It establishes clear achievement objectives and
  identifies the services that will be provided to support the participant's success.

CSCF also offers the 14 program elements mandated by the Workforce Innovation and Opportunity Act (WIOA) through direct services, collaborations, or procured partnerships, which include:

- Tutoring, study skills training, instruction, and evidence-based strategies for dropout prevention and recovery.
- Alternative secondary school services or dropout recovery services, as appropriate.
- Paid and unpaid work experiences.

- Pre-apprenticeship programs.
- Internships and job shadowing opportunities.
- On-the-job training opportunities.
- Occupational skills training programs leading to industry-recognized credentials.
- Leadership development activities.
- Comprehensive guidance and counseling services.
- Financial literacy education.
- Entrepreneurial skills training.
- Supportive services to assist with barriers to employment.
- · Adult mentoring.
- Follow-up services to ensure long-term success.

Through these services, CSCF aims to equip youth with the skills, resources, and support they need to successfully transition into education, training, or meaningful employment.

CareerSource Central Florida (CSCF) defines an individual as basic skills deficient based on specific criteria to ensure that appropriate support and services are provided. This determination is made under the following conditions:

- (A) Assessment Results: A youth is considered basic skills deficient if they score at or below the 9th-grade level in English, reading, writing, or math on the Test of Adult Basic Education (TABE) or any other state-approved or nationally recognized assessment tool. This assessment is designed to measure the fundamental skills necessary for effective communication and problem-solving in both academic and workplace settings.
- **(B) Functional Limitations:** An individual, whether youth or adult, may also be deemed basic skills deficient if they demonstrate an inability to perform basic functions such as computing, solving problems, or reading, writing, or speaking English at a level required to perform effectively in a job, within their family, or in society. This determination is based on an evaluation of the individual's capacity to function independently and productively in various settings.

By identifying individuals who are basic skills deficient, CSCF ensures that tailored interventions and resources are provided to bridge these skill gaps, enhancing the individual's ability to succeed in education, training, employment, and daily life.

CareerSource Central Florida (CSCF) has established a specific definition for identifying "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, within the individual's family, or in society." A youth is considered to meet this definition if they fall into one or more of the following categories:

- Reading, Math, or Language Comprehension Deficiency: Youth demonstrates reading,
  math, or language comprehension skills at or below the 8th-grade level, as measured by the
  Test for Adult Basic Education (TABE) assessment tool. This includes an inability to
  compute or solve mathematical problems, including word problems, at or below the 8thgrade level, indicating a significant need for foundational skill development.
- Lack of Basic Computer Literacy: The youth is unable to successfully complete a basic computer literacy assessment administered through an online platform. This reflects a deficiency in essential digital skills, which are increasingly critical for both educational advancement and workplace success.
- Limited English Communication Skills: The youth is unable to communicate effectively in English through everyday conversations or interactions. If a youth is unable to engage in basic social or professional communication with staff, it indicates a significant language barrier that would likely impede their ability to meet the communication standards typically expected in a professional work environment.

By defining these criteria, CSCF aims to identify and address specific skill gaps that may hinder a young individual's ability to participate effectively in educational, vocational, or employment opportunities. This approach ensures that appropriate resources and interventions are provided to help youth develop the essential skills needed for personal and professional growth.

CareerSource Central Florida (CSCF) defines "Requires Additional Assistance" as an individual who needs supplementary support to complete an educational program or to secure and maintain employment if any of the following conditions are present:

- Migrant Seasonal Farmworker: Youth who are, or have a family member who is, considered a Migrant Seasonal Farmworker.
- Lack of Work Experience: Youth who have limited work experience, defined as having one year or less of work history or no experience in their field of study.

- Lack of Transportation: Youth who do not have access to reliable transportation, which may hinder their ability to attend school or work consistently.
- **Emancipated Youth:** Youth who are legally emancipated and may lack the support systems typically provided by a family.
- Parent Absent Due to Incarceration or Treatment: Youth whose parent is absent due to incarceration or placement in a substance abuse or mental health treatment facility.
- Parent Absent Due to Deployment: Youth whose parent is absent because of military deployment.

These definitions are included in CSCF's Youth Eligibility Policy. To validate these barriers, documentation may include records issued by an agency, an educational partner, or an attestation completed by a staff member. This documentation must be reviewed and approved by the Director of Young Adult Services or an authorized designee.

By clearly defining these criteria, CSCF ensures that young individuals facing additional challenges are identified and receive the necessary support to achieve their educational and employment goals.

❖ Self-Sufficiency Definition: Under WIOA § 134(c)(3)(A) training services may be made available to employed and unemployed adults and dislocated workers who need training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Describe the definition of "self-sufficiency" used by your local area for: (a) Adults (distinguish if there are different definitions for unemployed individuals or employed workers); and (b) Dislocated Workers (WIOA § 134(c)(3)(A(xii)). If self-sufficiency is defined differently for other programs or populations served in the local area, describe the definition of "self-sufficiency" used for those programs as well. NOTE: if the local area utilizes a self-sufficiency definition that exceeds 250% of the Lower Living Standard Income Level (LLSIL) or LLSIL wage rate, the description must include the rationale/methodology used by the local area to determine the local area's self-sufficiency standard.

In Central Florida, self-sufficiency is defined as earning an income sufficient to cover all basic living expenses without needing external assistance. However, achieving this level of financial stability is increasingly difficult for many residents. The cost of living continues to rise, with a 3.2% increase in prices over the past year, leaving numerous families struggling to make ends meet. Currently, approximately 110,250 households in Central Florida are

living in poverty, while an additional 275,827 families are categorized as ALICE (Asset Limited, Income Constrained, Employed), indicating they earn above the federal poverty level but still find it challenging to afford basic necessities. The region's high housing costs further compound these difficulties, with rents increasing by \$586 over the past three years and the median home price now at \$395,000. Childcare expenses also represent a significant financial burden, averaging \$9,238 per year for an infant and \$7,287 for a four-year-old. These factors illustrate the substantial financial challenges faced by many in Central Florida, where achieving self-sufficiency requires a stable income capable of meeting these escalating costs.



CareerSource Central Florida (CSCF) aligns its definition of "self-sufficiency" with the income thresholds outlined in the United Way ALICE (Asset Limited, Income Constrained, Employed) Florida Report and the U.S. Department of Housing and Urban Development (HUD). These thresholds are used to establish local criteria for determining when an individual or family is considered self-sufficient.

After evaluating the income thresholds outlined by both the United Way ALICE Report and HUD, CSCF has set its local self-sufficiency threshold for serving business clients and employed workers at \$58,000 annually. This figure is aligned with HUD standards, exceeds the ALICE thresholds, and enables CSCF to focus on upskilling middle-career employees, thus creating more opportunities for middle-skilled jobs that support CSCF's target customer base.

For unemployed workers, CSCF defines "self-sufficiency" as annualized family earnings at 250 percent of the Lower Living Standard Income Level (LLSIL), adjusted for family size. This local self-

sufficiency level represents the income needed to achieve basic stability in the region, covering essential expenses such as housing, food, clothing, transportation, and healthcare (refer to

### **Dislocated Workers**

For dislocated workers, there is no specific income threshold or limit required to receive services. Dislocated workers who have secured employment in "maintenance income" jobs (positions with a lower rate of pay than their previous job before dislocation) may be eligible for training services if such training is deemed necessary to restore or enhance their employment prospects.

By setting these criteria, CSCF ensures that resources are allocated to effectively support both employed and unemployed individuals in achieving sustainable self-sufficiency, aligning with the region's economic realities and workforce development goals.

Supportive Services and Needs-Related Payments: Describe the types of supportive services offered in the local area to include any applicable limits and levels. The supportive services offered by the LWDB in the local area must align with the supportive services outlined in CareerSource Florida Administrative Policy 109 – Supportive Services and Needs-Related Payments.

CareerSource Central Florida (CSCF) recognizes the importance of addressing barriers that may hinder an individual's ability to access and engage in work-related activities. To support this, CSCF offers supportive services to eligible participants based on individual assessments and the availability of funds. These supportive services are designed to help individuals participate in workforce-funded programs and activities, ultimately assisting them in securing and retaining employment. The provision of these services is determined by a Career Services Consultant, who assesses each participant's specific needs. Available supportive services may include:

- **Transportation:** Assistance with public transportation, ridesharing, and taxi fares.
- Clothing and Personal Appearance: Provision of clothing, footwear, and personal hygiene products necessary for appropriate presentation at job interviews or in the workplace.
- Certification Fees and Work Tools: Coverage of fees for certifications, essential work tools, and education-related testing.
- Childcare and Dependent Care: Financial support for childcare, dependent care, and needs-related payments necessary for career seekers to participate in assigned activities.

Supportive services may be provided directly by CSCF or coordinated with other entities to avoid duplication of resources and services. These services are only available to eligible participants when they are not offered by other agencies or when they are critical for the individual's

participation in a program. The Chief Operating Officer of CSCF, or their designee, sets the thresholds and limits for supportive services and regularly reviews funding levels to ensure that resources are utilized in alignment with CSCF's Support Service and Incentive Policy.

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

CareerSource Central Florida (CSCF) understands the unique challenges that individuals with disabilities often encounter when seeking employment or pursuing a meaningful career. To address these challenges, CSCF continues to invest in and actively participate in local and state initiatives that connect these individuals to employers who are ready to hire. The organization strives to complement, rather than duplicate, the efforts of other partners, such as Vocational Rehabilitation, by enhancing the delivery of its services.

CSCF has implemented and will continue to support several activities to assist these individuals in achieving employment.

### **Programs and Initiatives**

- Ticket to Work Program: CSCF is one of 17 Local Workforce Development Boards (LWDBs) in Florida designated as an Employment Network provider by the Social Security Administration, allowing participation in the federally funded Ticket to Work program. This program offers recipients of Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) priority access to services such as job search assistance, career planning, and skill-building, all aimed at enhancing their efforts to secure and retain employment and ultimately achieve self-sufficiency. CSCF has invested in expanding staff knowledge of the program and improving data collection methods to measure the impact of services provided. Additionally, the organization has supported two staff members in becoming certified Social Security Benefit Analysts through the SSA to help individuals receiving disability benefits better understand their work options. CSCF also collaborates with Vocational Rehabilitation and the Division of Blind Services to improve referrals and ensure seamless service delivery for Ticket to Work participants.
- Family Café: CSCF actively supports the annual Family Café, a significant event that brings together approximately 7,000 Floridians with disabilities and their families. This event serves as a platform for the CareerSource Florida network to deliver employment workshops and provide valuable information about accessing local workforce services. It also educates attendees about special resources available through career centers, including incentives for businesses that hire people with disabilities.

• Career Exploration and Soft Skills Development Program for Individuals with Unique Abilities: Recognizing the importance of tailored support, CSCF has introduced a Career Exploration and Soft Skills Development program specifically designed for individuals with unique abilities. This program focuses on equipping participants with the essential skills needed to navigate the workplace successfully, from understanding career options to developing interpersonal and communication skills crucial for long-term employment.

By engaging in these comprehensive efforts and collaborating with key partners, CSCF is dedicated to improving employment opportunities and outcomes for individuals with disabilities, ensuring they have the support and resources needed to thrive in the workforce.

❖ Linkage with Unemployment Insurance (referred to as Reemployment Assistance in Florida) programs: Describe strategies and services used in the local area to strengthen linkages between the one-stop delivery system and the Reemployment Assistance program (WIOA § 134(d)(1)(A)(vi)(III) and 20 CFR 679.560(b)(3)(iv)).

To strengthen the connection between the one-stop delivery system and the Reemployment Assistance (Unemployment Insurance) program, CSCF has implemented strategies that include cross-training staff on Reemployment Assistance services and coordinating referrals to ensure seamless service delivery. This approach helps streamline processes for job seekers receiving unemployment benefits, improving their access to career planning, job search assistance, and training opportunities.

❖ Highest Quality of Services to Veterans and Covered Persons: Describe the LWDB's strategies and policies for providing veterans and covered persons with the highest quality of service at every phase of services offered. Policies must be implemented to ensure eligible veterans and covered persons are aware of their entitlement to priority of service, the full array of programs and services available to them, and applicable eligibility requirements for those programs and/or services.

CSCF is committed to delivering the highest quality services to veterans and covered persons at every phase of service delivery. CSCF ensures that veterans and eligible individuals are aware of their entitlement to priority of service and are informed about the full array of programs and services available, including any specific eligibility requirements. CSCF staff are trained to identify veterans and covered persons promptly and provide them with specialized career counseling, job placement assistance, and access to veteran-specific resources, such as the Jobs for Veterans State Grant (JVSG) program.

❖ Entities Carrying Out Core Programs: Describe how the LWDB works with entities carrying out core programs to: (a) Expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment; (b) Facilitate the development of career pathways and co-enrollment, as appropriate, in core programs; and (c) Improve access to activities leading to a recognized postsecondary credential (including a portable and stackable credential that is an industry-recognized certificate or certification) (WIOA § 108(b)(3) and 20 CFR 679.560(b)(2)(iii) to include credentials contained on Florida's Master Credentials List.

CareerSource Central Florida (CSCF) has been collaborating closely with core programs—including Adult, Dislocated Worker, Youth, Adult Basic Education, Vocational Rehabilitation, and Wagner Peyser—to effectively serve job seekers and employers. This collaboration aims to optimize resources, engage customers, and expand access to training and employment opportunities throughout the region. The coordinated efforts among these core programs include:

**Deepening Understanding of Core Partners:** CSCF engages with each core partner to understand their programs, strategic priorities, processes, and goals. This foundational knowledge allows for better alignment and integration of services across the region.

**Articulating Career Pathways:** The partners work together to define and promote career pathways aligned with high-growth industries. Outreach and awareness campaigns are developed and disseminated to educate career seekers about these career options, ensuring that they have access to relevant and timely information.

**Streamlining Access to Services**: Strategies are developed to create a common intake and assessment process that facilitates streamlined access to services for job seekers, reducing duplication and improving service delivery efficiency.

**Rapid Engagement in Employment Activities:** CSCF focuses on delivering services that quickly engage individuals in job search activities, enhancing their prospects for rapid employment.

**Integrating Career Guidance, Training, and Support Services**: By combining career guidance, education/training, and support services, CSCF maximizes the impact of available community resources to better serve customers.

CSCF has formalized these collaborative efforts through Memorandums of Understanding (MOUs) with Adult Education and Literacy administrative entities, creating streamlined referral and assessment processes, leveraging resources to avoid duplication, and establishing opportunities for co-enrollment of participants before, during, and after their education services. CSCF staff also

provide career services directly at partner locations, enhancing accessibility and support.

Furthermore, a senior leader from the region's Vocational Rehabilitation Office serves on CSCF's Board of Directors, fostering collaboration to strategically align programming and services.

In addition, CSCF delivers Temporary Assistance for Needy Families (TANF) services in partnership with community organizations to coordinate support and maximize impact. The organization is continuously exploring opportunities to align training and employment services to help participants acquire the skills necessary to compete in the workplace. This includes developing initiatives for intentional skill-building, enabling rapid connections to employment while meeting participation rates. CSCF also leverages TANF resources to invest in youth, offering work readiness training, industry-related exploration, post-secondary education awareness, and work experience opportunities. To expand these opportunities, CSCF actively engages local leaders, private and public donors to support initiatives that provide youth with exposure to high-growth careers and valuable educational credentials.

CSCF works with entities delivering core programs to expand access to employment, training, education, and supportive services, particularly for individuals with barriers to employment. This is achieved through the facilitation of career pathways and co-enrollment strategies that align with high-demand industries, enabling participants to access comprehensive services across multiple programs. Additionally, CSCF focuses on improving access to activities that lead to recognized postsecondary credentials, including portable and stackable industry-recognized certificates and certifications, in accordance with Florida's Master Credentials List. This collaborative approach ensures that all eligible individuals, especially those facing barriers, have the support they need to gain meaningful employment and advance in their careers.

Employer Engagement: Describe strategies and services used in the local area to: (a) Facilitate engagement of employers in workforce development, including small employers and employers in in-demand industry sectors and occupations; and (b) Support a local workforce development system that meets the needs of businesses in the local area. Such strategies and services may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of regional employers. These initiatives must support the strategies described above.

The Board's key priority is to deliver talent acquisition strategies in high-growth industries, closely aligning with the expectations under the Workforce Innovation and Opportunity Act (WIOA). To achieve this, CareerSource Central Florida (CSCF) has strategically focused its efforts on fostering business growth and retention while offering more specialized services than previously available. Several targeted strategies are being implemented and continuously refined to enhance these efforts.

### **Strategic Approaches:**

- Industry-Specific Business Consultants: Business Consultants are assigned to support
  key industries across the five counties served, engaging regularly with local businesses to
  understand their specific hiring and training needs. These consultants, with their
  specialized knowledge and experience, are aligned with industry-focused work teams to
  deliver relevant, customized solutions.
- Consultative Relationship Building: Rather than providing transactional services, CSCF employs a consultative approach that emphasizes building meaningful relationships with businesses. This method allows CSCF to gain a deeper understanding of each business's needs and challenges, ensuring that the solutions offered are highly relevant and impactful.
- Collaborative Partnerships: CSCF maintains strong relationships with local chambers of
  commerce, nonprofit business support organizations, and economic development
  agencies. These partnerships facilitate business referrals to CSCF, expanding its network
  and reach within the local economy.
- Active Engagement in Industry Events: Business Consultants attend industry-specific trade shows and events to engage directly with partners, share labor market information, showcase talent development efforts, and gain insights into the current and future hiring needs of employers.

These strategic efforts are informed by the Business Customer Journey Model, which provides a framework for ongoing engagement and collaboration with local businesses. The model includes:

- Exploring Businesses: Identifying potential business customers that align with CSCF's mission and vision.
- Developing Strategic Solutions: Assessing and prioritizing the unique needs of each employer, then developing strategies and timelines that lead to mutually beneficial

outcomes.

- Aligning Strategies: Implementing and updating agreed-upon strategies to ensure alignment with business needs and market demands.
- Cultivating Valued Partnerships: Building lasting partnerships that foster loyalty, encourage business referrals, create brand champions, and strengthen ties with the community.



By implementing these strategies, CSCF can:

- Connect Talent to Opportunities: Develop targeted strategies to connect qualified candidates, including recent training graduates, with open positions in local businesses.
- Adopt a Consultative Employer Approach: Work more closely with employers to identify their unique needs and align CSCF's services as tailored solutions where appropriate.
- Address Skill Gaps: Collect and analyze ongoing feedback from businesses about their hiring needs, skill gaps in job candidates, and use this information to adapt and improve CSCF's talent development efforts.
- Optimize Service Delivery: Continuously evaluate and refine processes to increase the speed and efficiency of service delivery, providing greater value to the businesses served.
- Understand the Full Business Cycle: Gain a comprehensive understanding of the business cycle of each client, from expansion to downsizing, enabling CSCF to offer proactive and responsive support.

By aligning these efforts with the Business Customer Journey Model, CSCF ensures a dynamic and responsive workforce development system that not only meets the immediate needs of local employers but also fosters long-term growth and sustainability in high-growth industries.

❖ 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 Education and other partners. Describe how job seekers are made aware of apprenticeship opportunities.



CareerSource Central Florida (CSCF) enhances apprenticeship opportunities by building strong relationships with industry and businesses to support their active participation in designing and implementing effective talent development programs. CSCF's approach to supporting apprenticeships is built around several key considerations:

**Understanding Business Needs:** Engaging in dialogue with businesses to clearly understand their workforce needs and securing agreement among all stakeholders on the objectives of the apprenticeship program.

**Building Trust:** Investing time to develop and nurture relationships with employers, creating a foundation of trust and mutual commitment.

**Simplifying Processes**: Streamlining workforce system processes to make them more accessible and manageable for all partners involved.

**Providing Structured Support**: Offering structured guidance and resources for the development of new apprenticeship programs, coordinating closely with Florida Commerce and educational partners.

**Tracking and Evaluation:** Collecting data, documenting outcomes, and sharing successes as well as identifying areas for improvement to refine apprenticeship programs.

### **Examples of Collaborative Efforts:**

- Electrical Apprenticeship Enhancement:
  - CSCF collaborates with the Central Florida Electrical Joint Apprenticeship & Training Committee (JATC) to provide enhanced support to apprentices in their third and fourth years. In PY 2021-2022, 54 apprentices were supported in successfully completing their training. Enrollment increased to 125 in PY 2023-2024, with an anticipated 200 participants for PY 2024-2025 as registration continues.

### Disability Benefits Analyst Apprenticeship:

In partnership with The Hartford and Seminole State College, CSCF established a non-traditional apprenticeship program that combines customized college curricula with online learning. This program, registered with the Florida Department of Education in 2018, has seen steady success. Discussions are underway with Valencia College to expand the program for a May 2025 enrollment.

### Air Conditioning Apprenticeship Support:

CSCF supports the Air Conditioning Contractors Association of Central Florida (ACCA) by providing services to apprentices in their first to third years. This initiative has resulted in the successful support of 87 apprentices in PY 2020-2021 and 59 apprentices in PY 2023-2024, with a target of 69 enrollments for PY 2024-2025.

### • Local Ironworkers 808 Apprenticeship:

 CSCF has engaged with Local Ironworkers 808 to support the training of structural ironworkers, facilitating seven enrollments last year. Efforts are ongoing to increase recruitment for the upcoming PY 2024-2025 cohort.

### Sumter County Schools Pre-Apprenticeships:

 In collaboration with Sumter County Schools, CSCF is supporting the launch of new preapprenticeship programs in Irrigation, Horticulture, and Landscape Technology.

### **Upcoming Apprenticeship Initiatives**

CSCF is actively involved in developing and expanding several new apprenticeship programs, including roles for a Fulfillment Specialist with FASTENAL, an EEG Technician at Nemours Hospital, a Building Maintenance program at Orange Technical College, a reformed Plumbing Industry Professional Education (PIPE) program with ABC Contractors, a Teacher Apprenticeship with Seminole State College, new apprenticeship standards at Lake Sumter State College, expanded support for existing programs at Osceola Technical College, and formalizing support for the Home Builders Institute's pre-apprenticeship program.

### **Future Focus:**

CSCF is committed to continuing its efforts to engage industries in developing apprenticeship programs, particularly through the support of an Apprenticeship Navigator who will work closely with businesses to expand apprenticeship opportunities and enhance workforce development in the region.

By maintaining these strategic partnerships and continuously seeking new opportunities, CSCF aims to strengthen the local economy and provide valuable pathways to career advancement for job seekers.

## DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

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

All required core and mandatory partners are actively engaged in CareerSource Central Florida's (CSCF) workforce development initiatives. These partners either operate within our career centers, serve on CSCF's Board of Directors or its committees, participate in strategic focus groups, or are accessible through their respective websites. CSCF's One-Stop Operator plays a key role in coordinating efforts with these partners, facilitating discussions to enhance service delivery and develop strategic plans for integrated support.

The One-Stop Operator provides regular reports to CSCF's Chief Operating Officer, offering valuable insights and lessons learned from partner collaborations. This feedback helps inform continuous improvement efforts in service coordination and delivery. To ensure clear expectations and mutual accountability, CSCF has established agreements with all required partners, including the allocation of infrastructure costs, which have been approved by the Board of Directors and the Local Elected Officials Consortium.

In addition to the required partners, CSCF includes the Early Learning Coalition as a non-required partner within the one-stop delivery system, enhancing our ability to provide comprehensive services that support both workforce development and early childhood education. Looking ahead, CSCF may further explore opportunities to share facilities and resources with other organizations that align with its mission, thereby expanding the network of support available to job seekers and employers in the region.

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.

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

All CareerSource Central Florida (CSCF) Career Service Centers fully comply with the standards established by the Americans with Disabilities Act (ADA). Each facility is designed to be accessible to individuals with physical, visual, or hearing impairments, and technology is in place to assist those who may need additional support. CSCF ensures that all locations adhere to Title III of the ADA, which mandates that public accommodations provide goods and services to individuals with disabilities on an equal basis with all members of the public.

To maintain these high standards, CSCF utilizes the ADA Checklist for Readily Achievable Barrier Removal, developed by Adaptive Environments Center, Inc. and Barrier Free Environments, Inc. This checklist is also applied to evaluate all eligible training providers, ensuring that their facilities are accessible and that participants with disabilities can effectively engage in training programs.

CSCF staff receive ongoing training on the full range of resources available to individuals with disabilities, including services offered through the Ticket to Work program, Vocational Rehabilitation, Division of Blind Services, and community organizations such as Lighthouse for the Blind and the Center for Independent Living. Additionally, all career center staff have access to sign language interpretation services as needed to support effective communication and service delivery. This comprehensive approach ensures that individuals with disabilities receive equitable access to CSCF's programs and services, empowering them to achieve their career goals.

Each of CareerSource Central Florida's (CSCF) Career Service Centers is fully equipped to serve individuals with disabilities, ensuring that all visitors have equal access to services and resources. As centers are upgraded, CSCF remains committed to maintaining setups that align with the principles of universal design, thereby enhancing accessibility and inclusivity for all individuals. Key features of CSCF's accessible facilities include:

- Parking and Signage: Designated parking spaces are clearly marked with signs mounted at the appropriate heights and containing the required language for accessibility.
- Restroom Accessibility: Restrooms are equipped with extended grab bars, pipe covers, identification placards, and full-length mirrors, meeting ADA standards to accommodate individuals with physical disabilities.
- Clear Doorways and Signage: All doorways are unobstructed and meet the required width specifications for wheelchair access. Signs are placed at appropriate heights and feature raised characters to assist individuals with visual impairments.
- Accessible Workstations: Workstations are designed to accommodate wheelchairs and are marked with clear signage to ensure easy identification. Each workstation is equipped with appropriate software and tools to assist customers with various disabilities.

To further support individuals with visual impairments, all computers in CSCF's resource areas utilize Zoom Text 10 by Al Squared, which provides screen magnification and screen-reading capabilities to help visually impaired individuals effectively use computer-based programs such as Employ Florida and Alison Online Learning. CSCF also actively collaborates with partners, such as the Division of Blind Services, to explore and integrate additional software solutions that may further assist job seekers in adapting to the workplace.

By continuously upgrading facilities and incorporating universal design principles, CSCF ensures that all career service centers remain welcoming, accessible, and supportive environments for individuals with disabilities, empowering them to fully participate in CSCF's programs and services.

❖ 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)).

CareerSource Central Florida (CSCF) employs an integrated, technology-enabled intake and case management system to streamline services provided under the Workforce Innovation and Opportunity Act (WIOA) and through our one-stop career center partners. By utilizing the Employ

Florida platform, CSCF offers a unified approach that allows job seekers to create a single profile for use across multiple programs, thereby reducing redundancy and simplifying access to services.

The integrated system facilitates data sharing and coordination among WIOA core partners ensuring that all pertinent information regarding a participant's progress and outcomes is readily accessible. The online intake process enables job seekers to complete necessary forms and assessments remotely, enhancing both convenience and accessibility.

CSCF has also expanded its virtual services, providing job seekers with the ability to access support and resources online. This includes document uploads through the Employ Florida Document Manager and the use of electronic signature capture for required forms. These features ensure that all necessary documentation is securely stored and easily retrievable, creating a seamless experience for both participants and staff.

To maximize the effectiveness of this system, CSCF provides continuous training to staff and regularly gathers feedback to drive improvements. This technology-driven approach has enhanced efficiency, reduced administrative burdens, and expanded access to services, aligning CSCF's operations more closely with WIOA requirements and significantly improving the experience for both job seekers and employers.

Subgrants and Contracts: Describe the competitive process used by the LWDB to award subgrants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).

CareerSource Central Florida (CSCF) uses a competitive and transparent process to award subgrants and contracts for WIOA-funded activities. This process is designed to comply with all federal, state, and local requirements, ensuring the effective use of funds.

Competitive Procurement Process:

- Request for Proposals (RFP): CSCF issues an RFP or Request for Quotes (RFQ)
  to identify qualified providers for services or programs. The RFP outlines the scope
  of work, eligibility criteria, funding availability, evaluation criteria, and submission
  deadlines.
- 2. Public Notification: The RFP is publicly advertised on CSCF's website and other platforms to reach a broad audience of potential providers and encourage competition.
- 3. Proposal Evaluation: Proposals are reviewed by an evaluation team comprising staff, board members, and subject matter experts. Proposals are scored based on

- criteria such as experience, capacity, cost-effectiveness, and ability to meet performance outcomes.
- 4. Selection and Approval: The evaluation team makes recommendations for contract awards, which are reviewed and approved by CSCF's Board of Directors or a designated committee.
- Contract Negotiation and Monitoring: CSCF negotiates contract terms with selected providers and monitors their performance to ensure compliance with WIOA requirements and achievement of desired outcomes.

This competitive process ensures that CSCF secures quality services that meet local workforce needs while maintaining accountability and transparency

Service Provider Continuous Improvement: Describe how the LWDB will ensure the continuous improvement of eligible providers through the system and that such providers will meet the employment needs of local employers, workers and job seekers (WIOA §108(b)(6)(A) and 20 CFR 679.560(5)(i)).

CareerSource Central Florida (CSCF) ensures the continuous improvement of eligible service providers through a systematic approach that focuses on performance monitoring, feedback, and capacity building. This process is designed to guarantee that providers effectively meet the employment needs of local employers, workers, and job seekers.

### **Continuous Improvement Strategies:**

- Performance Monitoring: CSCF regularly reviews the performance of all eligible providers based on key metrics such as job placement rates, credential attainment, retention rates, and employer satisfaction. This ongoing monitoring helps identify areas of strength and areas needing improvement.
- Feedback and Evaluation: CSCF gathers feedback from employers, job seekers, and other stakeholders to evaluate the effectiveness of provider services. Regular surveys and direct communication channels are used to collect input on the quality of services provided and identify opportunities for enhancement.
- 3. **Technical Assistance and Training:** CSCF provides technical assistance, training, and professional development opportunities to service providers to enhance their capacity to deliver high-quality services.
- 4. **Data-Driven Decision Making:** CSCF uses data analytics to assess provider performance against local labor market demands and adjust service strategies as needed. By aligning

- provider services with the evolving needs of local employers and job seekers, CSCF ensures that providers remain responsive and relevant.
- 5. Regular Reviews and Accountability: Providers are required to submit regular performance reports, which are reviewed by CSCF to ensure compliance with WIOA standards and continuous improvement goals. Any provider not meeting performance expectations is given guidance and support to address deficiencies.

Through these strategies, CSCF ensures that eligible providers are continuously improving their services and effectively meeting the needs of the local workforce and business community.

### **COORDINATION OF SERVICES**

❖ Coordination of Programs/Partners: Describe how services are coordinated across programs/partners in the one-stop career centers, including Vocational Rehabilitation, TANF, SNAP E&T, 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. 20 CFR 679.560.

CareerSource Central Florida (CSCF) coordinates services across programs and partners at the one-stop career centers, including Vocational Rehabilitation, TANF, SNAP E&T, and Adult Education and Literacy, through a collaborative approach that emphasizes communication, joint planning, and shared resources. Regular meetings and data-sharing agreements are in place to align services, prevent duplication, and ensure seamless customer experiences.

CSCF uses integrated case management systems to track customer progress across programs and facilitate referrals between partners. Additionally, co-locating staff from partner organizations at career centers allows for immediate access to services and better coordination. These efforts improve service delivery by ensuring that customers receive comprehensive support tailored to their needs while maximizing the use of available resources.

Over the past four years, CareerSource Central Florida (CSCF) has collaborated with the region's Adult Education and Family Literacy partners—including Lake Technical College, Orange County Public Schools, Seminole State College Foundation, the Adult Learning Center of Osceola, and Sumter Adult Education—to address gaps in academic knowledge for individuals seeking to transition to careers and secure higher-paying jobs. These collaborative efforts have focused on increasing referrals to services, providing financial support to youth and TANF participants, and

assisting GED graduates in their pursuit of employment or enrollment in post-secondary education or training programs.

CSCF has also partnered with the Osceola School District and Sumter Adult Education to offer registration and instructional services directly at the career center, providing daytime GED and English as a Second Language (ESL) classes. Ongoing collaboration is aimed at expanding access to adult literacy activities, connecting graduates to career pathways, and supporting higher rates of high school diploma attainment.

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)).

CareerSource Central Florida (CSCF) actively collaborates with the Orlando Economic Partnership (OEP), local chambers of commerce, and county economic development officials to connect businesses with qualified talent, business resources, labor market information, and key industry networks. CSCF's senior leadership team participates in multiple OEP committees and workgroups, is involved in the Regional Economic Development Team to review existing and emerging projects and supports information sessions for potential businesses considering expansion or relocation to the region.

CSCF has dedicated staff working directly with OEP and the Sumter County Commission Office to strengthen partnerships with economic development entities. These roles help align workforce investment activities with the strategic needs of new and expanding businesses, ensuring a coordinated approach to supporting regional economic growth.

To further support entrepreneurship, CSCF partners with the National Entrepreneurship Center and the Florida Virtual Entrepreneurship Center, connecting entrepreneurs to resources such as capital access, business growth support, and incubator programs. Small businesses receiving services through these centers are referred to CSCF for workforce assistance. Additionally, CSCF collaborates with the Greater Orlando Hispanic Chamber and the African American Chamber, both located at the National Entrepreneurship Center, to ensure their members have access to CSCF's workforce and business services

CareerSource Central Florida (CSCF) is actively utilizing the Education and Industry Consortium to strengthen collaboration with key stakeholders, including industry leaders, economic development officials, educational institutions, and workforce partners. The consortium serves as a platform for open dialogue, enabling stakeholders to share insights on emerging trends, address skill gaps, and align education and training programs with the current needs of the local labor market. Through regular meetings, feedback sessions, and industry forums, CSCF leverages the consortium to ensure its workforce strategies are responsive to real-time industry demands, providing businesses with the talent they require while promoting sustained economic growth in the region.

❖ Coordination with Rapid Response: Describe how the LWDB coordinates workforce investment activities carried out in the local area with statewide rapid response and layoff aversion activities (WIOA §108(b)(8) and 20 CFR 679.560(b)(7). The description must include how the LWDB implements the requirements in CareerSource Florida Strategic Policy 2021.06.09.A.2. – Rapid Response and Layoff Aversion System and CareerSource Florida Administrative Policy 114 – Rapid Response Program Administration.

CareerSource Central Florida (CSCF) coordinates closely with statewide rapid response and layoff aversion activities to provide timely support to businesses and workers affected by layoffs or closures. In alignment with CareerSource Florida Strategic Policy 2021.06.09.A.2 and CareerSource Florida Administrative Policy 114, CSCF implements a proactive approach to rapid response and layoff aversion.

### **Coordination and Implementation Strategies:**

**Early Identification and Notification:** CSCF works in partnership with Commerce and local economic development organizations to identify potential layoffs or closures as early as possible. We monitor WARN (Worker Adjustment and Retraining Notification) notices and maintain regular communication with employers to identify at-risk businesses.

**Rapid Response Team Engagement:** Upon notification of a layoff or closure, CSCF quickly deploys a Rapid Response team to coordinate with the affected business. This team provides onsite or virtual services, including information sessions on unemployment benefits, reemployment services, and training opportunities.

**Layoff Aversion Activities:** CSCF proactively engages with businesses to identify strategies that may help avert layoffs. This includes providing access to funding for incumbent worker training, offering consultation on business processes, and connecting employers to resources that can support their ongoing operations and workforce retention.

**Coordination with Local Partners:** CSCF coordinates with local partners, such as economic development agencies, chambers of commerce, and educational institutions, to provide a comprehensive package of services to both employers and employees. This collaboration ensures seamless delivery of services, including retraining, upskilling, and employment support.

**Data Collection and Reporting:** CSCF tracks all rapid response activities and outcomes to evaluate effectiveness and compliance with state policies.

By aligning with statewide policies and working closely with local partners, CSCF ensures that workforce investment activities are effectively coordinated with rapid response and layoff aversion efforts, providing crucial support to businesses and workers during times of economic transition.

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 §108(b)(4)A)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy. Describe how: (a) Selected industries or sectors are driven by high-quality data (cite data source used); (b) Sector strategies are founded on a shared, regional vision; (c) The local area ensures that sector strategies are directed by industry; (d) The local area ensures that sector strategies are aimed at strategic alignment of service delivery systems; (e) The local area transforms services delivered to job seekers/workers and employers through sector strategies; and (f) The sector strategies are measured, improved and sustained.

CareerSource Central Florida (CSCF) identifies and collaborates with key industry partners in the local area by leveraging data-driven insights and building strategic partnerships to support the region's workforce needs. CSCF coordinates and invests in partnership infrastructure to develop key industry partnerships where they are not yet established, ensuring that sector strategies are aligned with regional economic goals and provide value to both employers and job seekers.

### **Incorporating Sector Strategy Elements:**

(a) Data-Driven Selection of Industries or Sectors: CSCF selects industries or sectors using high-quality data from various sources, including the Florida Department of Commerce Bureau of Workforce Statistics and Economic Research, UCF Institute for Economic Competitiveness, ESMI data analytics, U.S. and Florida Chambers of Commerce Foundation, the Federal Reserve, and the Orlando Economic Partnership. This data informs the identification of high-growth industries, such as construction, healthcare, manufacturing, trade & logistics, business and finance, and hospitality, which are vital to the local economy.

- (b) Sector Strategies Founded on a Shared, Regional Vision: CSCF's sector strategies are built upon a shared, regional vision of creating talent solutions that support both the growth of local businesses and the career advancement of job seekers. CSCF collaborates with regional partners, including economic development organizations, chambers of commerce, and educational institutions, to align workforce initiatives with the region's economic development goals.
- (c) Ensuring Sector Strategies are Industry-Directed: To ensure sector strategies are directed by industry, CSCF actively engages with industry leaders through the Education and Industry Consortium, quarterly learning sessions, and direct partnerships. By participating in industry-specific committees, such as those within the Orlando Economic Partnership, and collaborating with organizations like the Associated Builders and Contractors, Inc., Manufacturers Association of Central Florida, and the NSF Semiconductor Innovation Engine, CSCF gathers insights directly from employers to shape workforce initiatives.
- (d) Strategic Alignment of Service Delivery Systems: CSCF ensures strategic alignment of service delivery systems by coordinating closely with key partners, including post-secondary institutions, economic development agencies, and community organizations. This alignment is reflected in initiatives like providing GED and ESL classes at career centers, creating industry-led training programs, and developing apprenticeship models that address specific industry needs.
- (e) Transforming Services for Job Seekers/Workers and Employers: CSCF transforms services for both job seekers and employers by creating sector-specific talent development activities, such as apprenticeship programs, pre-apprenticeship training, and targeted recruitment efforts. For example, CSCF's collaboration with the construction industry has tripled the number of supported apprentices and increased wages for completers above \$20 per hour, demonstrating a focused approach to developing middle-skilled jobs.
- (f) Measuring, Improving, and Sustaining Sector Strategies: CSCF measures, improves, and sustains sector strategies through the development of a dashboard that tracks investment in targeted industries, talent development outcomes, and employment placement rates. Continuous improvement is achieved through quarterly learning conversations with industry groups, validating data projections, and refining strategies based on feedback from stakeholders.

By incorporating these elements into its local strategy and operational sector strategy policy, CSCF effectively identifies and collaborates with key industry partners, aligns services with regional economic goals, and ensures that sector strategies are responsive to both current and emerging workforce needs.

CareerSource Central Florida (CSCF) also tailors its sector strategies to the specific economic emerging industries of each county within its service area to better align workforce development efforts with local needs.

### Osceola County: Semiconductor and Advanced Manufacturing

Osceola County is seeing significant growth in the semiconductor and advanced manufacturing sectors, driven by initiatives such as the Florida Advanced Manufacturing Research Center (BRIDG) and NeoCity, a 500-acre technology district. This region focuses on high-tech manufacturing, semiconductor research and development, and photonics.

### **Orange County: Broadband and Information Technology**

In Orange County, broadband and information technology are emerging as key industries due to the region's growing need for enhanced digital infrastructure and connectivity. This is supported by investments in broadband expansion and technology companies establishing a presence in the area, along with a broader focus on cybersecurity, software development, and digital media.

### **Lake County: Advanced Manufacturing and Logistics**

Lake County is experiencing growth in advanced manufacturing and logistics, driven by its strategic location and transportation infrastructure that supports warehousing, distribution, and supply chain management. Key developments include manufacturing technology, precision machining, and robotics.

### **Sumter County: Agribusiness and Logistics**

Sumter County has seen emerging growth in agribusiness and logistics, leveraging its strong agricultural base and central location within Florida. Innovations in agricultural technology, sustainable farming practices, and farm management are key focus areas, as well as distribution and supply chain services that support agribusiness.

### **Seminole County: Aerospace and Agribusiness**

In Seminole County, aerospace is emerging as a significant industry, alongside continued growth in agribusiness. The region's proximity to major aerospace hubs and educational partnerships are fostering growth in aerospace engineering, maintenance, and manufacturing. Additionally, advancements in agricultural technology and sustainable practices continue to enhance the agribusiness sector.

These emerging industries align with local workforce strategies to support economic development and job growth, and CSCF's sector strategies focus on providing tailored workforce solutions to meet the evolving demands in these areas.

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 Central Florida (CSCF) conducts an annual analysis of data related to individuals engaged in secondary and post-secondary education programs to identify strategies for improvement, uncover enhancement opportunities, and ensure that services are not duplicated. This analysis reviews CSCF's impact on training individuals in targeted industries, credential attainment, alignment of training with business needs, and increasing the number of program completers who secure employment in identified fields. CSCF further analyzes demand and supply data from both industry and occupational perspectives to understand talent needs and validate these with industry partners. This data is essential for refining the Eligible Training Provider List (ETPL) to ensure that the most relevant and necessary programs are retained, aligning with regional needs and focusing on high-growth occupations and skills. Moving forward, CSCF will continue to collaborate with education partners to identify and support relevant programming and improve coordination of Pell Grant resources to reduce program duplication and connect program completers to employment opportunities.

Over the past several years, CSCF has partnered with Lake Sumter State College, Lake Technical College, the Technical Education Center of Osceola, Orange County Technical College, and Valencia College to place CSCF Career Consultants on their campuses to deliver services and coordinate resources. By embedding team members within the educational environment, CSCF staff can more effectively document program performance, engage students with the support they need, manage enrollments, counsel participants to completion, and connect graduates with employment or on-the-job training opportunities. These collaborative efforts have been formalized through agreements with each education partner and have been successful, leading CSCF to relocate two of its career centers to local college campuses—Lake Sumter State College and Valencia College in Osceola County.

CSCF also supports the region's secondary school districts in identifying relevant credentials linked to in-demand skills and occupations, aligning with the objectives of the Career and Professional Education (CAPE) Act, created by the Florida Legislature in 2007 to strengthen Florida's talent pipeline. CSCF's market analysis is utilized to support critical industries and develop relevant curriculum opportunities for middle and high school students to earn industry certifications. Additionally, CSCF assists various secondary school initiatives in the region by creating labor market presentations, providing industry-related data for new projects, and participating in advisory councils.

Coordination of Transportation and Other Supportive Services: Describe how the LWDB coordinates WIOA Title I workforce investment activities with the provision of transportation assistance, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11) and 20 CFR 679.560(b)(10)).

CareerSource Central Florida (CSCF) coordinates WIOA Title I workforce investment activities with transportation assistance and other supportive services to remove barriers to employment for job seekers in the local area.

**Transportation Assistance:** CSCF partners with local public transportation providers, such as LYNX and SunRail, to offer transportation assistance, including bus passes and fare cards, to eligible participants. This support helps job seekers and participants access training, job interviews, and employment opportunities. For areas with limited public transportation options, CSCF provides ridesharing services and mileage reimbursement to ensure participants can reach work or training locations.

**Collaboration with Community Partners:** CSCF collaborates with community organizations and social service agencies to identify additional resources for supportive services, such as childcare, housing, and financial assistance, ensuring that job seekers have comprehensive support while participating in workforce programs.

**Integrated Case Management:** CSCF uses an integrated case management approach to assess individual needs and develop personalized service plans that may include transportation and other supportive services. Career Consultants work with participants to coordinate these services and regularly review their progress to make necessary adjustments.

**Leveraging Local Resources:** CSCF maximizes the use of available local resources by coordinating with partners such as local government agencies, nonprofit organizations, and educational institutions to provide a range of supportive services that address participants' unique needs, reducing duplication and enhancing service delivery.

Through these efforts, CSCF ensures that job seekers and participants receive the necessary transportation and supportive services to successfully engage in workforce programs and secure sustainable employment

❖ 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)).

CareerSource Central Florida (CSCF) maximizes coordination of services under the Wagner-Peyser Act and those provided through the local one-stop delivery system to enhance service delivery and prevent duplication. The Wagner-Peyser program offers labor exchange services to both career seekers interested in employment services and employers looking to find qualified talent. For career seekers, services include job market insights, job readiness and placement assistance, job referrals, career advising, interest assessments, skills verification, workshops, and resume and interview preparation. Employer services include help with job postings, candidate referrals, pre-screening of candidates, and organizing talent connection or hiring events. CSCF's designated Florida Commerce staff, alongside CSCF staff, deliver these services through the five universally accessible career centers.

### **Coordination of Services:**

Integrated Customer Journey: CSCF's approach begins with engagement activities designed to understand a customer's needs, skills, goals, and motivation. Career seeker services start in consultation areas where customers receive an initial assessment, which guides them to the most appropriate activity or program—whether a core service or partner service—that best meets their needs. This process includes developing re-employment plans for individuals receiving unemployment compensation benefits and coordinating initial evaluations for training to gain new skills or apply recently acquired skills.

Collaboration Between CSCF and Florida Commerce Staff: CSCF ensures a high level of coordination between its staff and Florida Commerce merit staff to support seamless service delivery across the region. Both teams collaborate closely to engage with businesses and post open positions that comply with state and federal hiring rules. This collaborative effort minimizes service duplication and maximizes resource utilization.

Centralized Support Through Contact Center: CSCF maintains a dedicated team of workforce professionals within its call center to assist employers in creating job postings, identifying available talent through quality referrals, and providing access to a qualified Business Team member for strategic talent acquisition solutions. The call center team reviews job postings to ensure compliance with regulatory criteria and works with internal recruitment teams to match individuals trained in high-growth industry occupations to relevant job openings.

**Data Sharing and Communication:** CSCF promotes continuous data sharing and communication between Florida Commerce and CSCF staff to coordinate efforts, monitor service usage, and adjust strategies as needed to ensure efficient service delivery.

CSCF is committed to maintaining an integrated approach to service delivery, ensuring that all

customers—career seekers and employers—receive high-quality, non-duplicative services that support their workforce needs. Through strong collaboration between CSCF and Florida Commerce staff, streamlined processes, and continuous performance monitoring, CSCF provides a coordinated and efficient workforce development system that aligns with both state and federal requirements.

❖ 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. (a) How the CLIFF suite of tools is used to support the case management of participants, consistent with CareerSource Florida Strategic Policy 2023.06.07.A.5;(b) Information and data on activities related to initiatives in the local area that support the self-sufficiency of public benefit recipients (i.e., Hope Florida); and (c) Strategies and services used in the local area to support co-enrollment of Welfare Transition and SNAP E&T participants into other workforce development programs. 20 CFR 675.100(h) and 20 CFR 680.620

CareerSource Central Florida (CSCF) coordinates workforce investment activities to reduce welfare dependency by providing targeted services to TANF/Welfare Transition and SNAP Employment & Training (E&T) participants. These efforts focus on helping individuals achieve self-sufficiency through a comprehensive approach that integrates case management, strategic partnerships, and co-enrollment into workforce development programs.

CSCF utilizes the CLIFF (Career Ladder Identifier and Financial Forecaster) suite of tools to support case management, consistent with CareerSource Florida Strategic Policy 2023.06.07.A.5. The CLIFF tools help case managers identify career pathways that lead to higher wages and financial independence by forecasting the impact of employment and wage increases on participants' public benefits. This enables case managers to guide TANF/Welfare Transition and SNAP E&T participants toward sustainable employment opportunities that minimize the risk of benefit cliffs and promote long-term self-sufficiency.

CSCF actively participates in local initiatives such as Hope Florida to promote the self-sufficiency of public benefit recipients. To support this effort, CSCF created a Career Exploration Academy specifically for Hope Florida referrals, providing participants with opportunities for career exploration, soft skills development, and direct exposure to employers and training providers. The academy helps participants identify suitable career pathways and access relevant training opportunities. Through partnerships with community organizations, CSCF also connects participants to a broad range of supportive services, including childcare, transportation, financial counseling, and housing assistance.

Data on these activities is regularly reviewed to assess their effectiveness in helping individuals transition off public benefits and achieve economic stability. Additionally, CSCF tracks employment outcomes and wage progression of TANF/Welfare Transition and SNAP E&T participants to ensure services are aligned with local needs and effectively support their journey toward self-sufficiency. To enhance service delivery and reduce welfare dependency, CSCF employs strategies that promote the co-enrollment of TANF/Welfare Transition and SNAP E&T participants into other workforce development programs. Career Consultants assess participants' eligibility and suitability for various programs, such as WIOA Adult, Dislocated Worker, or Youth programs, and facilitate their enrollment to maximize access to training, education, and employment services. Additionally, CSCF coordinates with local educational institutions and training providers to offer tailored training programs that align with regional labor market demands, ensuring that participants receive the skills needed to secure sustainable employment.

Through these coordinated efforts, CSCF is committed to reducing welfare dependency and supporting individuals in achieving self-sufficiency by providing comprehensive, targeted services and fostering collaborative partnerships across the local workforce development system.

### PERFORMANCE AND EFFECTIVENESS

❖ The local levels of performance negotiated with the Governor and chief local elected official(s) with WIOA § 116(c), to be used to measure the performance of the local area and to be used by the LWDB for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I Subtitle B, and the one-stop delivery system in the local area. (WIOA §108(b)(17) and 20 CFR 679.560(16)(b))(2) Actions the LWDB will take toward becoming or remaining a high- performing board, consistent with the factors developed by the state board pursuant to WIOA §101(d)(6).
(3) How the LWDB considered feedback from one-stop career center customers when evaluating the effectiveness of its one-stop career centers.

CareerSource Central Florida (CSCF) serves as the administrative and fiscal agent for the local workforce development area, ensuring effective management and oversight of federal resources. Fiscal audits are conducted semi-annually by Florida Commerce, and quarterly reviews are performed by an independent monitoring firm. The Board's Finance Committee also regularly reviews budgets and expenditures in detail to maintain fiscal compliance and demonstrate responsible stewardship of funds. Annual audits are carried out by an external CPA firm, which is procured every five years in accordance with federal regulations outlined in 2 CFR 200. These audit reports are critical in evaluating the performance and effectiveness of CSCF's financial processes and policies, including the testing of policies, processes, samples of invoices and payments, and compliance with contracted services.

To monitor the effectiveness of the One-Stop delivery system, CSCF's Operational Leadership utilizes Power BI reporting tools that visualize data from Employ Florida, the Florida Workforce Integrated Performance Reporting System, and the One-Stop System Tracking. These tools are used to track:

- Program activities across various workforce programs:
- Case progression
- Training enrollments and completions
- Business engagement and services
- Status of job orders
- Placement wages and entered employment.

CSCF provides direct workforce services to adults, dislocated workers, youth, and universal customers (Wagner-Peyser), consistently meeting and exceeding annual performance targets. As a direct service provider, CSCF is well positioned to quickly adapt its strategies to engage customers and achieve training and employment outcomes. Recognizing its role as the second-largest workforce area in Florida, CSCF takes its impact on statewide performance seriously and is committed to excellence. This program year, CSCF has focused extensively on developing robust and appropriate assessments to improve the credential attainment rate, which has historically been the most challenging performance measure. Additionally, CSCF continually analyzes its employment placement strategies to ensure participants are gainfully employed six months to a year after completing WIOA services, acquiring or upgrading skills, and earning competitive wages.

Measures	PY2023- 2024 1st Quarter Performanc e	PY2023- 2024 % of Performa nce Goal Met For Q1	PY2023-2024 2n Quarter Performance	PY2023-2024 % of Performance Goal Met For Q2	PY2023- 2024 3rd Quarter Performanc e	PY2023- 2024 % of Performa nce Goal Met For Q3	PY2023- 2024 4th Quarter Performanc e		PY2023- 2024 Performa nce Goals
Adults:									
Employed 2nd Qtr After Exit	85.90	106.58	84.00	104.22	85.10	105.58	84.50	104.84	80.60
Median Wage 2nd Quarter After Exit	\$9,281	128.76	\$9,376	130.08	\$9,317	129.26	\$9,471	131.40	\$7,208
mployed 4th Qtr After Exit	77.80	97.62	83.10	104.27	83.30	104.52	82.10	103.01	79.70
Credential Attainment Rate	65.20	88.59	71.00	96.47	71.60	97.28	72.40	98.37	73.60
Measurable Skill Gains	70.00	98.59	74.20	104.51	80.80	113.80	82.90	116.76	71.00
Dislocated Workers:									
mployed 2nd Qtr After Exit	84.70	103.29	83.80	102.20	85.30	104.02	81.40	99.27	82.00
Median Wage 2nd Quarter After Exit	\$10,364	141.97	\$10,991	150.56	\$10,565	144.73	\$10,400	142.47	\$7,300
mployed 4th Qtr After Exit	80.80	101.51	86.40	108.54	85.80	107.79	86.60	108.79	79.60
redential Attainment Rate	68.10	88.56	57.70	75.03	54.20	70.48	52.60	68.40	76.90
Measurable Skill Gains	72.20	91.39	81.40	103.04	85.70	108.48	90.50	114.56	79.00
fouth:									
mployed 2nd Qtr After Exit	76.30	95.26	74.70	93.26	76.10	95.01	77.60	96.88	80.10
Median Wage 2nd Quarter After Exit	\$5,255	131.36	\$5,442	136.04	\$5,931	148.28	\$5,927	148.18	\$4,000
mployed 4th Qtr After Exit	70.20	93.10	76.90	101.99	75.50	100.13	73.80	97.88	75.40
Credential Attainment Rate	83.40	95.64	81.30	93.23	78.90	90.48	77.00	88.30	87.20
Measurable Skill Gains	52.80	81.73	53.10	82.20	53.10	82.20	62.40	96.59	64.60
Nagner Peyser:									
mployed 2nd Qtr After Exit	72.60	106.76	72.40	106.47	72.50	106.62	72.30	106.32	68.00
Median Wage 2nd Quarter After Exit	\$7,294	140.26	\$7,470	143.65	\$7,460	143.46	\$7,496	144.15	\$5,200
mployed 4th Qtr After Exit	72.90	106.11	72.50	105.53	72.60	105.68	72.30	105.24	68.70
Not Met (less than 90% of negotiated)									
Met (90-100% of negotiated)									

The CareerSource Central Florida (CSCF) Board of Directors and Executive Leadership are dedicated to establishing Central Florida as a premier destination for talent. The Board has implemented an efficient governance structure with focused committees, each with a defined charter and specific metrics that are regularly monitored as part of their oversight responsibilities. The Board reviews program and fiscal audit reports (both independent and those conducted by Florida Commerce) through its committee structure and communicates notable findings, observations, and best practices to the full Board. The President & CEO provides updates on established goals, objectives, and performance metrics to ensure alignment with strategic priorities. Through its strategic planning efforts and the insights shared during meetings, the Board—composed primarily of business leaders—ensures that CSCF's talent solutions meet the region's evolving talent acquisition needs.

The Board provides oversight and leadership on policies affecting the coordinated delivery of services through the one-stop system, including policies related to the assessment of one-stop centers, guidance on the allocation of one-stop center infrastructure funds, and the roles and contributions of one-stop partners within the delivery system, as outlined in § 101(d)(6) of WIOA. CSCF has developed its strategic plan with the understanding that parts of the plan will continue to evolve, and adjustments will be made based on the experiences gained from implementing its strategies.

Over the past several years, CSCF has adopted and implemented a management framework consistent with the Baldrige Criteria to align its leadership, strategy, workforce, operations, and results. In collaboration with the Florida Sterling Council, the organization has focused on continuous improvement, strategic planning, market research, workforce capacity building, and data-driven decision-making. This integrated approach aims to establish clear processes that enhance management practices and ensure sustained performance.

CareerSource Central Florida (CSCF) actively incorporates customer feedback into evaluating the effectiveness of its one-stop career centers. To ensure that customer experiences and needs are fully understood, CSCF uses multiple methods to gather feedback from career center customers.

### **Customer Feedback Methods:**

**Kiosks in Career Centers:** CSCF has deployed Kiosks in all career centers to collect real-time survey responses from customers as they complete their visits. These surveys capture valuable feedback on the quality of services, staff interactions, and overall satisfaction, allowing for immediate insights into customer experiences.

**Survey Campaigns via Text and Phone Calls:** In addition to in-center surveys, CSCF conducts regular survey campaigns through text messaging and phone calls to reach customers who may prefer to provide feedback remotely. This approach ensures that a broad range of customer voices is heard, including those who have completed virtual services or who may not have participated in on-site feedback opportunities.

**Data Analysis and Continuous Improvement:** The feedback collected through these methods is analyzed regularly by CSCF's leadership team to identify trends, areas for improvement, and best practices. This data-driven approach helps CSCF make informed decisions to enhance service delivery, improve customer satisfaction, and ensure that the one-stop career centers effectively meet the needs of the local community.

By actively seeking and incorporating customer feedback through multiple channels, CSCF is able to continuously evaluate and improve the effectiveness of its one-stop career centers, ensuring a high level of service and responsiveness to the community's needs.

# Attachment A Attachment B Attachment C

Region 12 Central Florida Area Workforce Development Consortium Interlocal Agreement

# REGION 12 CENTRAL FLORIDA AREA WORKFORCE DEVELOPMENT CONSORTIUM INTERLOCAL AGREEMENT

This Agreement is made and entered into among Lake County, a political subdivision of the State of Florida, Orange County, a charter county and political subdivision of the State of Florida, Osceola County, a political subdivision of the State of Florida, Seminole County, a political subdivision of the State of Florida, Sumter County, a political subdivision of the State of Florida, and the Region 12 Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida, a not-for-profit corporation established in the State of Florida, hereinafter referred to as "CSCF" for the purposes of establishing the Central Florida Area Workforce Development Consortium, hereinafter referred to as the "CONSORTIUM", and establishing the roles and responsibilities of the CONSORTIUM and CSCF.

WHEREAS, the Congress of the United States of America has enacted and the President has executed the Workforce Innovation And Opportunity Act (Public Law 113-128) (the "ACT") which authorizes the establishment of local areas to coordinate and align key employment, education, training, adult literacy, and vocational rehabilitation programs in the United States.

WHEREAS, the Act authorizes units of government to enter into agreements for the purpose of receiving funds under this ACT.

**WHEREAS**, the Governor has designated the five-county area described herein to be a local workforce development area under the ACT and the Florida Workforce Innovation Act of 2000.

WHEREAS, the ACT specifies that if any local area so designated includes more than one unit of general local government, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out the roles and responsibilities under the ACT.

**NOW THEREFORE,** the participating counties do hereby agree to and accept the designation of the area comprised of the five counties as a local workforce development area under the ACT and do hereby establish the CONSORTIUM in accordance with the provisions set forth herein.

### I. CONSORTIUM MEMBERS.

- A. The CONSORTIUM shall be comprised of either the Mayor/Chair or a currently serving County Commissioner designated by the Mayor/Chair from each of the five counties.
- B. The CONSORTIUM shall elect from among its five (5) members, one member to act as Chair of the CONSORTIUM and one member to act as the Vice Chair.
- C. The Chair of the CONSORTIUM shall act as the chief elected official for the local workforce development area.
- D. The Chair of the CONSORTIUM shall review, acknowledge, and execute contracts and other records for the CONSORTIUM in accordance with

- state and federal law and the Florida Department of Economic Opportunity.
- E. The CONSORTIUM designates the CSCF Board of Directors as the local workforce development board (the "CSCF Board").
- F. The CONSORTIUM shall appoint the membership of the CSCF Board in accordance with the ACT, Florida's Workforce Innovation Act of 2000, Section 445.007, Florida Statutes, other applicable regulations, and the corporate bylaws of CSCF. Unless otherwise precluded by law, the CONSORTIUM may remove any member of CSCF Board at any time by majority vote of the CONSORTIUM. Such removal by the CONSORTIUM may be with or without cause.
- G. The CONSORTIUM, having been designated the local grant recipient pursuant to section 106(b)(1) of the ACT, hereby designates CSCF as the administrative entity and fiscal agent for all programs promulgated under the ACT and Florida's Workforce Innovation Act of 2000.
- H. The CONSORTIUM shall meet from time-to-time as it may deem necessary, but no less than semi-annually, to conduct such business as may be necessary. One of the two (2) required meetings shall include the CSCF Board. All meetings of the Consortium shall be open to the public and notice shall be provided in accordance with the State Sunshine Law requirements, as set forth in Section 286.011, Florida Statutes.
- I. The CONSORTIUM shall approve the budget of the CSCF Board each year during one of the required meetings and shall approve or make revisions to the bylaws of the CSCF Board from time-to-time when amended.

### II. LOCAL WORKFORCE DEVELOPMENT BOARD

- A. CSCF shall ensure that the composition of the local workforce development board shall at all times comply with requirements of the federal ACT (sec. 107(b)(2)(A)), the Florida Workforce Innovation Act of 2000, and Section 445.007, Florida Statutes and shall include:
  - 1. Representatives of the private sector, who shall constitute, at a minimum, a majority of the total active membership and who shall be appointed proportionately to the relative population of the five (5) counties, except that all counties shall have at least two (2) members. Members of the private sector shall be appointed by CONSORTIUM members of their respective Counties. Said appointments shall be announced by the appointing member at a duly called CONSORTIUM meeting. The appointment of private sector members shall not be subject to approval or removal by the remainder of the members of the CONSORTIUM.
  - 2. Representatives of other organizations as required by applicable State and federal law.

- B. All appointments to the CSCF Board shall be for a period of three (3) years with a maximum term of eight (8) years, unless the member is a representative of a government entity. One-third of the appointments are made annually, pursuant to the bylaws of CSCF and state and federal requirements. Re-appointment for one additional three-year term and one two-year term shall be automatic so long as the duly appointed board member is in good standing, the seat on the Board continues to exist, the Board member wishes to serve another term, and the Board member's term is not limited by state or federal law.
- C. All vacancies will be appointed in the same manner as the original appointments.
- D. A member of the CONSORTIUM may be present at each CSCF Board meeting as a liaison but shall have no voting powers and shall not be considered a member of the CSCF Board.

### III. ADMINISTRATION REQUIREMENTS AND OBLIGATIONS OF CSCF

- A. Pursuant to the ACT and Section 445.007, Florida Statutes, CSCF shall:
  - 1. Develop and submit the local plan to the Governor of Florida.
  - 2. Designate one-stop operators and providers.
  - 3. Ensure the appropriate use, management, and investment of associated funds received to maximize performance outcomes.
  - 4. Designate eligible providers of youth services.
  - 5. Develop an annual budget for the purpose of carrying out the duties of CSCF including, but not limited to, all programs promulgated under the ACT for the region.
  - 6. Provide for the conduct of an annual audit of all funds managed by CSCF and submit a copy of that audit and copies of financial statements prepared for the conduct of CSCF business to the CONSORTIUM.
  - 7. Provide oversight for the one-stop delivery system, local employment and training activities, and youth activities conducted pursuant to the ACT.
  - 8. Provide such staff and other support to the CONSORTIUM, as deemed necessary by the CONSORTIUM, for the conduct of CONSORTIUM business.
  - 9. Submit to the CONSORTIUM, for review and approval, the local plan, the one-stop operator designation, and the annual budget. If the Budget is not approved by the CONSORTIUM, CSCF shall submit an amended budget until a budget is approved.
  - 10. Provide an annual report to the CONSORTIUM.
  - 11. Coordinate the activities of the workforce development system with economic development strategies and other business and employer activities as may be appropriate and allowable.

- 12. Promote generally the participation of the private sector in all aspects of the conduct of CSCF business and services provided.
- B. CSCF shall furnish a Commercial Crime Fidelity Bond for Employee Dishonesty on blanket basis with a maximum limit of One Million Dollars (\$1,000,000). The bond shall be endorsed to cover "Third Party" liability including a third-party beneficiary clause in favor of each of the participating counties. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis.
- C. Notwithstanding any provisions of the law to the contrary, none of the parties hereto shall be liable for any claims, damages, injuries, losses, or expenses arising out of or resulting from any act, omission, or negligence of any other party, their officers, employees, or agents. Nothing in this Agreement shall be construed as waiving the sovereign immunity afforded to the participating counties under Section 768.28, Florida Statutes.

### IV. GENERAL CONDITIONS

- A. This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and shall supersede all previous agreements, either oral or written, by or between two or more of the parties hereto with respect to the subject matter hereof. No other agreements, oral or written, regarding the subject matter of this Agreement shall be deemed to exist.
- B. This Agreement may be amended or modified upon the written request of any party hereto. Such written request shall be distributed to all parties at least thirty days prior to requested actions effective date. Any alterations, amendments, modifications or waivers in the terms and conditions of this Agreement shall not be effective unless reduced to writing, approved by all parties, signed by duly authorized representatives and filed with each participating county's Clerk of the Board.
- C. The term of this Agreement shall begin on the last date executed by all parties and shall remain in effect until June 30, 2023, and shall be renewed automatically for a one-year period on July 1 of each year unless terminated by any party hereto or otherwise by state or federal law.
- D. In the event of any changes in state or federal law wherein this Agreement shall no longer be valid, this Agreement shall be automatically deemed void.
- E. Pursuant to Subsection 163.01(11) of the Florida Statutes, this Agreement shall be filed with the respective Clerks of the Court of all participating Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates shown below.

### [Signatures to follow]

# **COUNTY**

ATTEST:

LAKE COUNTY, through its

**BOARD OF COUNTY COMMISSIONERS** 

Gary J. Cooney, Clerk

Board of County Commissioners of Lake

County, Florida

Sean M. Parks

Chairman

Date: October Un 2021

Approved as to form and legality:

monse

Melanie Marsh

County Attorney



ATTEST: Phil Diamond, CPA, County Comptroller, As Clerk of the Board of County Commissioners

By:

Deputy Clerk

# COUNTY

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By: Rumw. Bwohn
Jerry L. Demings, Orange County Mayor

Date: November 16, 2021

#### **COUNTY**

ATTEST:

Kelvin Soto, Clerk of the Court, Osceola County, Florida

Approved as to form and legality:

Frank Townsend, County Attorney

OSCEOLA COUNTY, through its BOARD OF COUNTY COMMISSIONERS

Brandon Arrington, Chairman

Date: BCC opproved 10/18/2021

**COUNTY** SEMINOLE COUNTY, through its **BOARD OF COUNTY COMMISSIONERS** eminole County, Florida

Date:

Approved as to form and legality:

A. Bryant Applegate, County Attorney

8

/94/1#45073194 v12

**COUNTY** 

ATTEST:

SUMTER COUNTY, through its BOARD OF COUNTY COMMISSIONERS

Gloria Hayward, Clerk of the Court Sumter County, Florida

Sumter County, Florida

Sumter County, Florida

Date:

Jennifer C. Rey, County Attorney

Region 12 Central Florida Area Workforce Development Consortium Interlocal Agreement

ATTEST:

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

ody Wood Charman

Date: /2/16/2/

## Attachment D

Central Florida Regional Development Board ByLaws

## AMENDED and RESTATED BYLAWS of

# CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE CENTRAL FLORIDA

a not-for-profit Florida Corporation

#### <u>ARTICLE I</u>

#### **NAME**

The Central Florida Regional Workforce Development Board, Inc. d/b/a CareerSource Central Florida shall be called "CSCF" in these Bylaws.

#### **ARTICLE II**

#### **DEFINITIONS**

- A. **Articles**: means the Articles of Incorporation of CSCF including any amendments or restatements.
- B. **Board of Directors** or **Board**: means the Board of Directors of CSCF.
- C. **Chief Elected Official**: means the Chairman of the Consortium.
- D. **Consortium**: means the group of Mayors/Chairmen or designated County Commissioners from the Region.
- E. **Director**: means an individual member of the Board of Directors.
- F. **Region**: means the five Florida counties served by CSCF: Lake, Orange, Osceola, Seminole and Sumter.

#### <u>ARTICLE III</u>

#### **PURPOSE**

CSCF is dedicated to putting Central Florida residents to work, and finding and developing talent to help Central Florida businesses stay competitive.

#### ARTICLE IV

#### **POWERS OF CSCF**

- 1. <u>General Powers</u>. Except as limited by the Articles or these Bylaws, CSCF will have and exercise all rights and powers in furtherance of its purpose now or hereafter conferred on not-for-profit corporations under the laws of the state of Florida.
- 2. <u>Workforce Powers</u>. CSCF will have and exercise all rights and powers granted to regional workforce boards under the laws of the state of Florida and workforce investment boards under Public Law No. 105–220, Title I, Section 117(b), Unites States Code, and all other applicable federal and state workforce laws, regulations and directives.

#### ARTICLE V

#### RESPONSIBILITIES AND AUTHORITIES OF THE BOARD OF DIRECTORS

- 1. <u>General</u>. All corporate powers will be exercised by or under the authority of the Board of Directors, and the business and affairs of CSCF will be managed under the Board's direction.
  - 2. <u>Functions</u>. The Directors' general functions will be to:
    - a. establish policies and guidelines for the operation of CSCF;
    - b. exercise and fulfill the specific powers and responsibilities of the Board, as specified in the Articles and these Bylaws and as required under applicable law;
    - c. discharge their duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and each Director will act in a manner he or she reasonably believes to be in the best interests of CSCF;
    - d. carry out the functions provided in the Workforce Innovation and Opportunity Act ("WIOA") sec. 107(d), and
    - e. actively participate in convening the workforce development system's stakeholders, broker relationships with a diverse range of employers, and leverage support for workforce development activities.
- 3. <u>Powers and Responsibilities of Directors</u>. Without limiting the generality of the functions in section 2 of this Article, the Directors' specific powers and responsibilities will be to:
  - a. adopt, amend, repeal or alter the Articles and these Bylaws;
  - b. elect and remove officers of CSCF;

- c. ensure accountable management of real and personal property and the general business of CSCF, including authorization and approval of material contracts and agreements on behalf of CSCF, all in accordance with applicable law, the Articles and these Bylaws;
- d. approve general rules and regulations for the administration of CSCF and its personnel, and approve any substantial change in employee benefits of CSCF;
- e. designate the person or persons authorized to make and sign bills, notes, checks, contracts, or other documents that are binding on CSCF;
- f. establish and develop additional committees necessary or appropriate to fulfill the responsibilities of CSCF's mission and purposes;
- g. delegate authority to the President/CEO of CSCF;
- h. approve any affiliation by CSCF with one or more entities in any partnership, joint venture or joint enterprise;
- i. approve any merger or consolidation of CSCF with any other organization or entity; and
- j. comply with Section 445.007 of the Florida Statutes.

#### **ARTICLE VI**

#### MEMBERSHIP OF THE BOARD OF DIRECTORS

- 1. <u>Appointment</u>. Members of the Board of Directors will be appointed by the Consortium in accordance with applicable local intergovernmental agreements and in compliance with criteria established by the state of Florida and the federal government, and will be composed of at least the following:
  - a. representatives of the private sector, who must constitute a minimum of 51% of the Board, and who will be representatives of private, for-profit businesses and be chief executives, chief operating officers or other executives who have substantial management or policy responsibility; and
  - b. such other representatives as may be required or permitted by applicable federal or state law, regulations or directives.
- 2. <u>Term</u>. Each Director shall serve staggered terms and may not serve for more than 8 consecutive years unless the Director is a representative of a governmental entity. Service in a term by a Director which commenced before July 1, 2021 does not count towards the 8-year limitation.

- 3. <u>Qualifications</u>. Directors must be citizens or permanent residents of the United States of America, duly appointed pursuant to Section 1 of this Article, and will, at all times, comply with the requirements established by the state of Florida, the federal government and any applicable intergovernmental agreement.
- 4. <u>Vacancies</u>. The President/CEO is notified promptly by staff of a Director vacancy. The President/CEO notifies the Governance Committee of such vacancies, and the Governance Committee identifies potential board members. Nominees for a board member vacancy are received from local organizations and business and economic development agencies. The Consortium is notified of the vacancies and receives nominations from the organizations or agencies, and takes action to fill the vacancies through the same process followed for all appointments. Vacancies during the term of a Director's appointment will be filled in an appropriate timeframe upon receipt of sufficient nominations for the vacancy. The person appointed to fill the vacancy are appointed to the same category of membership as that in which the vacancy occurred and will serve the remaining term of the prior Director and may be re-appointed as provided in Section 2 of this Article.
- 5. <u>Participation</u>. Newly appointed Directors attend a mandatory orientation and training sessions to become familiar with the CSCF services offered and their responsibilities. Board members are requested to participate in one of the committees based on their interests and skills, and are encouraged and provided opportunities to actively participate in strategic planning for CSCF and are educated on explaining CSCF and its workforce activities to the community.

### ARTICLE VII OFFICERS AND THEIR DUTIES

- 1. <u>Election of Officers</u>. All officers will serve 1 year terms. The Chairperson may serve for 2 consecutive terms. At the conclusion of the Chairperson's term, he or she will serve as immediate Past Chair on the Executive Committee. In addition, the Board of Directors will have the power to:
  - a. appoint such other officers it deems necessary or appropriate;
  - b. fill any vacancy in any office occurring for any reason whatsoever, by election, by majority vote of a quorum; and
  - c. employ a President/CEO who will (i) be responsible and accountable to the Board, (ii) act on the Board's behalf in the conduct of its directives, and (iii) be responsible for employment, oversight and management of all other staff and employees of CSCF.

- 2. <u>Removal of Directors</u>. Any Director may be removed at any time, with or without cause, by a majority vote of the Consortium. Except however, any Director who is a representative of the private sector may be removed only by the Consortium member of his or her respective county. Additionally, the Governor or the Chief Elected Official may remove a Director for cause. The Board may recommend to the Chief Elected Official, or the Consortium, removal of a Director when, in the judgement of the Board, the best interest of CSCF will be served.
- 3. <u>Delegation</u>. For any reason it deems appropriate, the Board may delegate any power or duty to any Director or officer, including to the President/CEO or his or her staff designee, but no Director or officer will execute, acknowledge or verify any document or instrument in more than one capacity.
- 4. <u>Compensation</u>. No compensation will be paid to the Directors for services performed by them for CSCF as Directors. Directors may be reimbursed for expenses incurred when traveling on official business of CSCF if approved in advance by the Chairperson of the Board. Such reimbursement must conform to CSCF's established travel policy.
- 5. <u>Duties of the Chairperson</u>. The Chairperson must be a business representative and shall:
  - a. preside at all meetings of the Board and determine the agenda for all Board meetings in consultation with the President/CEO;
  - b. make all committee appointments other than the officers elected under Section 1 of this Article;
  - c. be a member ex-officio of all committees with the exception of the Executive Committee, for which the Chairperson may opt to serve either as committee chair or as a regular committee member; and
  - d. perform all other duties assigned to the Chairperson under these Bylaws and those usually pertaining to the office of Chairperson.
- 6. <u>Duties of the Vice Chairperson</u>. The Vice Chairperson must be a business representative and shall:
  - a. preside at all meetings of the Board in the absence of the Chairperson;
  - b. be a member of the Executive Committee;
  - c. assist the Chairperson, when requested, in the performance of the Chairperson's duties; and
  - d. perform all such other duties usually pertaining to the office of Vice Chairperson, including acting as the Chairperson during the absence or disability of the Chairperson.
  - 7. Duties of the Treasurer. The Treasurer will:

- a. oversee the custody of all funds and securities of CSCF and the collection of interest thereon;
- b. oversee the accounts of CSCF and report thereon at each regular meeting of the Board of Directors;
- c. make a report at each meeting of the Board of Directors and special reports when requested;
- d. oversee the preparation and filing of reports and returns required by all governmental agencies; and
- e. serve as Chairperson of the Finance Committee.

#### 8. <u>Duties of the Secretary</u>. The Secretary will:

- a. ensure that minutes of each meeting are recorded;
- b. be responsible for advising the Board of Directors of omissions and corrections to the minutes;
- c. ensure that copies of the minutes are timely transmitted to all members of the Board of Directors;
- d. ensure that all meetings are noticed as required by statute, these Bylaws or regulations;
- e. ensure that attendance is recorded at meetings;
- f. ensure that committee reports are maintained;
- g. ensure that the record books of CSCF are properly maintained; and
- h. perform such other duties as may be delegated by the Board of Directors.
- 9. President and Chief Executive Officer. The President and Chief Executive Officer ("**President**") will be nominated by the Executive Committee and confirmed by the Board of Directors. The President will be a full-time employee of CSCF and not a member of the Board of Directors. The President's performance will be reviewed annually by the Executive Committee and the President's salary and incentives will be set by the Executive Committee. The President may only be terminated (i) upon the recommendation of a majority of the members of the Executive Committee and a 2/3 vote of the entire Board of Directors, (ii) by the Governor for cause, or (iii) by the Chief Elected Official for cause. The President will be the chief executive officer of CSCF and will be responsible for the general and active management of the business and affairs of CSCF, subject to the direction of the Executive Committee and the Board of Directors.
- 10. <u>Chief Operating Officer</u>. The Chief Operating Officer ("**COO**") may be hired by the President. The COO will not be a member of the Board of Directors, but will be a full-time employee of CSCF. The COO will direct, administer and coordinate the day-to-day activities of CSCF consistent with the directions, policies, goals and objectives

established by the President and the Board of Directors and as set forth in the job description for this position.

11. <u>Chief Financial Officer</u>. The Chief Financial Officer ("**CFO**") will be hired by the President. The CFO will not be a member of the Board of Directors, but will be a full-time employee of CSCF. The CFO will direct CSCF's financial operations and accounting practices consistent with the directions, policies, goals and objectives established by the COO, President, and the Board of Directors and as set forth in the job description for this position.

#### **ARTICLE VIII**

#### **BOARD COMMITTEES**

- 1. <u>Committees</u>. The Board of Directors will create standing committees as follows: Executive, Finance, Audit, Career Services, Governance, Community Engagement, and Revenue Diversity & New Markets. In addition, the Chairperson of the Board of Directors will have the authority to establish such other standing or ad hoc committees deemed necessary or desirable to the conduct of CSCF's business. The Chairperson of the Board will make appointments to all committees and will appoint the chairperson of each committee. A committee must be chaired by a Director. Any committee may include members appointed by the Chairperson of the Board who are voting members of the committee but not members of the Board of Directors. Staff and employees of CSCF may not serve as members of a committee. Any item voted on by a committee (other than approval of meeting minutes and meeting adjournments) will be reported to the Executive Committee at its next meeting.
- 2. Executive Committee. The Executive Committee will have a minimum of 5 members, consisting of the officers elected under Article VII, Section 1, and the chairs of the standing committees. The Chairperson will endeavor to ensure that each of the 5 counties in the Region is represented on the Executive Committee. The Executive Committee will have and exercise the full authority of the Board of Directors in the management of CSCF's business between meetings of the Board of Directors. The Chairperson of the Board may choose to serve as chairperson of the Executive Committee or may choose to appoint another member which is a business representative of the Executive Committee to serve in such capacity. In the event the Chairperson of the Board chooses not to serve as Chairperson of the Executive Committee, he or she will serve as a voting member of the Executive Committee. After completion of the Chairperson's term, he or she may serve on Executive Committee as Immediate Past Chair. Except as otherwise set forth in these Bylaws, the Executive

Committee will serve as the human resources committee with the delegated authority to take final action on all appropriate executive personnel matters.

- 3. <u>Finance Committee</u>. The Finance Committee will be chaired by the Treasurer and will consist of those Directors recommended by the Treasurer and appointed by the Chairperson of the Board of Directors. The Finance Committee will be responsible for assisting the Treasurer in the conduct of his or her responsibilities as set forth in Article VII, Section 7; reviewing periodic reports on the financial activities of CSCF; controlling and supervising the financial affairs of CSCF; overseeing CSCF's retirement plan; and approving budgets and budget amendments.
- 4. <u>Audit Committee</u>. The Audit Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Audit Committee will be responsible for:
  - a. overseeing the annual audit(s) of CSCF's programs required under applicable laws, regulations or directives including selection of the auditor and approval of annual audit plans;
  - b. providing oversight of CSCF through review of monitoring reports and audits of CSCF;
  - c. making recommendations to the Board of Directors on the selection of an independent auditor and regarding such auditor's compensation and terms of engagement;
  - d. receiving and reviewing the annual audit reports from the independent auditor;
  - e. reviewing and approving CSCF's responses to any adverse findings regarding the financial affairs of CSCF, including, but not limited to, adverse monitoring reports, financial audits, management decision letters, Office of Inspector General's investigative reports and final determination letters;
  - f. reviewing, in consultation with the independent auditor and management, CSCF's financial statements;
  - g. reviewing and evaluating the adequacy of internal accounting controls and practices and making recommendations for revisions and additions as necessary or appropriate; and
  - h. reviewing and evaluating CSCF's ethics and conflict-of-interest policies and procedures and, whenever the Chairperson of the Board or the committee deems appropriate, investigating any alleged violations of such policies and procedures.

- 5. <u>Career Services Committee</u>. The Career Services Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Career Services Committee will oversee CSCF's operations plan as part of the WIOA and all other program activities that support job seekers and businesses in the Region.
- 6. <u>Governance Committee</u>. The Governance Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Governance Committee will be responsible for reviewing CSCF's Articles and Bylaws and recommending changes to the Board of Directors; identifying a process to recruit board members and officers; and evaluating the Board's effectiveness. Additionally, the Governance Committee is responsible for preparing and providing a slate of recommended officers to the Board of Directors to be used by the Board to nominate and elect the officers by a majority vote of the Directors present at the meeting.
- 7. <u>Community Engagement Committee</u>. The Community Engagement Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board representing expertise in outreach marketing and media relations. The Community Engagement Committee will recommend strategies and policies to ensure CSCF is, through appropriate outreach, aligned and engaged with other community, civic and economic-development activities.
- 8. Revenue Diversity & New Markets Committee. The Revenue Diversity & New Markets Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Revenue Diversity & New Markets Committee will be responsible for providing strategic oversight in the development of CSCF's short-term and long-term revenue growth strategies, specifically the development of new, diversified funding streams.

#### ARTICLE IX

#### CONDUCT OF BUSINESS

- 1. <u>Annual Meeting</u>. The Annual Meeting of the Board of Directors will be held during the month of June.
- 2. <u>Regular Meetings</u>. At a minimum, regular meetings of the Board of Directors will be held quarterly, in the months of September, December, April and June.

- 3. <u>Special Meetings</u>. Special meetings of the Board of Directors may be held at the call of the Chairperson or by written request of 10 or more members of the Board of Directors.
- 4. <u>Notice</u>. Reasonable notice in writing of each meeting, whether annual, regular, special or emergency, will be provided to each member of the Board of Directors at his or her contact place on file with the Secretary. Such notice may be by e-mail or other reliable means of electronic transmission. CSCF's meetings will be held in accordance with Section 286.011, Florida Statutes.
- 5. <u>Order of Business</u>. Business will be conducted to the extent feasible in accordance with Roberts' Rules of Order, as amended.
- 6. Quorum. A quorum for all Board meetings will require that at least 50% of the Board members be present. If there is less than a quorum at any meetings, a majority of those present may adjourn the meeting. A quorum for all committee meetings will be the same as the quorum for Board meetings and require that at least 50% of the Board members who are committee members be present.
- 7. <u>Voting</u>. Directors may not be represented at any meeting by an alternate, nor may proxies be given. Each Director will have 1 vote upon every issue properly submitted for vote at any meeting of the Board of Directors, except that no Director may cast a vote on any matter on which he or she has or appears to have a conflict of interest, as defined by federal or state law or under CSCF's policies then in effect. Any Director who has such a conflict of interest must declare the same and refrain from discussion at the meeting and voting on the issue.
- 8. <u>Majority Rule</u>. All matters before the Board will be determined by a majority vote of Directors present, a quorum having been established.
- 9. <u>Supermajority Rule</u>. The following must be approved by a vote of 2/3 of the Board, a quorum having been established:
  - a. amendments to these Bylaws (as provided under Article X below); and
  - b. any contract or agreement between CSCF and a Director; a relative (as defined in s. 112.3143[1][c], Florida Statutes) of a Director; an organization or individual represented on the Board; or an employee of CSCF as permitted by Sec. 445.007 of the Florida Statutes.
- 10. Use of Technology for <u>Meetings</u>. Members of the Board of Directors or any committee may use any form of technology to conduct business. If used, the technology must be accessible to the public for attendance. The use of technology must be included on all meeting notices. Any such participation by use of technology will constitute presence in person at the meeting.

- 11. <u>Business Affairs</u>; <u>External Audit</u>. Subject to applicable law, the Board of Directors may solicit, borrow, accept, receive, invest and expend funds from any public or private source. The award of procurement contracts with vendors and the award of sub-recipient contracts will be in accordance with applicable federal and state law and regulations. CSCF's accounts and records will be audited annually by a firm of certified public accountants at the expense of CSCF; and a copy will be available on request for each Director to review.
- 12. <u>Investments</u>. Any investments of funds of CSCF must first be approved by the Finance Committee and recommended to the Board of Directors for its approval.
  - 13. Fiscal Year. The fiscal year of CSCF will be July 1 to June 30.
- 14. <u>Conflicts with Laws</u>. CSCF will abide by all applicable federal and state laws and regulations, which will supersede any provision of these Bylaws in conflict with any such law or regulation.
- 15. <u>Books and Records</u>. CSCF will keep correct and complete books and records of account and financial statements and will also keep minutes of the proceedings of the Board of Directors and all committees. Such books and records will be available to all Directors on request and to members of the general public in accordance with applicable law.
- Indemnity. Subject to applicable law, any current or former member of 16. the Board of Directors or officer who is made a party to or called as a witness with respect to any threatened or pending legal proceeding will be indemnified by CSCF against all costs and expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) reasonably incurred by him or her in connection with such 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 interests of CSCF and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, will not create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of CSCF, and, with respect to any criminal action or proceeding, did not have reasonable cause to believe that his or her conduct was unlawful. The Board of Directors will determine, by a majority vote of a quorum consisting of Directors who are not parties or witnesses to the proceeding, whether indemnification is appropriate as provided in this section. If this section or any portion of it is invalidated on any ground by a court of competent jurisdiction, CSCF will nevertheless indemnify each director and officer of CSCF to the fullest extent permitted by portions of this section not invalidated, and to the fullest extent permitted by law.

policy or policies of directors and officers liability insurance covering its Directors and officers with minimum coverage of \$1 million, unless the Executive Committee, in consultation with the Treasurer, finds that such insurance is no longer available on commercially reasonable terms or that the premiums for such will be unreasonably high. In such case, the Directors shall immediately be notified by the Executive Committee that such directors and officers liability insurance no longer exists. In addition, CSCF may purchase and maintain insurance on any person who is or was a Director, officer, employee, or agent of CSCF against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not CSCF would have the power to indemnify the person against such liability under the provisions of Section 16 of this Article IX.

#### ARTICLE X

#### AMENDMENTS AND EFFECTIVENESS

These Bylaws may be amended, revised, added to, repealed or rescinded by a vote of the Board of Directors, subject to approval by the Consortium.

## Attachment E

CSCF Board Membership

ACTIVE BOARD MEMBERS: 37 NUMBER OF VACANCIES: 2 EFFECTIVE DATE: 7/1/24

BUSINESS SEATS									
NAME OF RWB MEMBER	Organization/Company	AREA(S) OF REPRESENTATION	County	Appointment Date	Years Served Since 7/1/21	Current Term			
Albu, Andrew	Albu & Associates, Inc.	BU	Orange	7/1/2018	3	7/1/2024 - 6/30/2027			
Arroyo, Sharon	Duke Energy	BU	Orange	7/1/2024		7/1/2024 -6/30/2027			
Brandon, Wendy	UCF Lake Nona Medical Center	BU	Orange	10/5/2011	3	7/1/2022 - 6/30/2025			
Gary, Tanisha Nunn	African American Chamber of Commerce of Central Florida	BU	Orange	7/1/2022	2	7/1/2022 - 6/30/2025			
Havard, Mark	Hyatt Regency Orlando	BU	Orange	7/1/2016	3	7/1/2022 - 6/30/2025			
LeWinter, Lindsey	Fairwinds	BU	Orange	7/1/2023	1	7/1/2023 - 6/30/2026			
Nakagawa, Steve	Florida High Tech Corridor	BU	Orange	7/1/2023	1	7/1/2023 - 6/30/2026			
Ortigoni, Gaby	Hispanic Economic Advancement Foundation	BU	Orange	7/1/2022	2	7/1/2022 - 6/30/2025			
Ruffin, Brinkley	Universal Destinations & Experiences (Universal Orlando Resort	BU	Orange	7/1/2024		7/1/2024 - 6/30/2027			
Santorelli, Amy	AdventHealth	BU	Orange	12/11/2023	1	12/11/2023 - 6/30/2026			
Martz, Nicole	Sanford Airport Authority	BU	Seminole	7/1/2023	1	7/1/2023 - 6/30/2026			
Sprinkle, David	Veritas Recruiting Group, LLC	BU	Seminole	2/22/2018	3	7/1/2024 - 6/30/2027			
Sweat, Richard	.decimal	BU Small Business	Seminole	10/5/2011	3	7/1/2022 - 6/30/2025			
Walton, Matt	MiGre Engineers, LLC	BU	Seminole	7/1/2018	3	7/1/2024 - 6/30/2027			
Hindle, Shawn	Hanson, Walter & Associates, Inc.	BU	Osceola	7/1/2021	3	7/1/2024 - 6/30/2027			
Larry, Ben	Skywalker Technologies, Inc.	BU	Osceola	7/1/2023	1	7/1/2023 - 6/30/2026			
Siracuza, Stella	Tomato Express, Inc.	BU Small Business	Osceola	12/17/2020	3	7/1/2023 - 6/30/2026			
Olson, Sheri	South Lake Hospital	BU	Lake	7/1/2013	3	7/1/2024 - 6/30/2027			
Schaeffer, Jonathan	Kalos Services, Inc.	BU	Lake	12/11/2023	1	12/11/2023 - 6/30/2025			
VACANT		BU	Sumter						
Ferguson, Casey	Casey Ferguson Cattle, LLC	BU	Sumter	12/11/2023	1	12/11/2023 - 6/30/2026			

PUBLIC SEATS									
NAME OF RWB MEMBER	Organization/Company	AREA(S) OF REPRESENTATION	County	Appointment Date	Years Served Since 7/1/21	Current Term			
Battista, Joseph	Valencia College	ETPC	Region	7/1/2022	2	7/1/2022 - 6/30/2025			
Bigard, Heather Dr.	Lake Sumter State College	ETPC	Region	12/11/2023	1	12/11/2023 - 6/30/2026			
Cunha, Gui	Seminole County Government, Office of Economic Development & Tourism	GRED	Region	12/16/2021	3	7/1/2023 - 6/30/2026			
VACANT	Division of Vocational Rehabilitation / Florida Department of Education	GRVRD	Region						
Donnelly, Sean	Central Florida Electrical Joint Apprenticeship & Training Committee (J.A.T.C.) / Central Florida AFL-CIO	WOLO/WOJ	Region	12/16/2021	3	7/1/2023 - 6/30/2026			
Ford, Wendy	Osceola Council on Aging	СВО	Region	7/1/2019	3	7/1/2022 - 6/30/2025			
Gill, John	Quest, Inc.	WOD (CBO representing Individuals & Disabilities)	Region	7/1/2016	3	7/1/2022 - 6/30/2025			
Gray, Kristin	State of Florida Department of Children & Families	GRO	Region	7/1/2023	1	7/1/2023 - 6/30/2026			
Hayward, Jeff	Heart of Florida United Way	WOD/WOV (CBO representing Disabilities/Veterans)	Region	7/1/2017	3	7/1/2023 - 6/30/2026			
Kostenbauder, Molly	Seminole State College	ETPA	Region	7/1/2023	1	7/1/2023 - 6/30/2026			
McManus, Catherine Steck	Habitat for Humanity Greater Orlando & Osceola County	СВО	Region	7/1/2024		7/1/2024 - 6/30/2027			
Pascal, Chris	IUPAT / Florida Finishing Trades	WOLO/WOJ	Region	12/11/2023	1	12/11/2023 - 6/30/2026			
Kristin Williams	Crummer Graduate School of Business at Rollins College	ETPC	Region	7/1/2024		7/1/2024 - 6/30/2027			
Sperzel, Michelle	Harbor House	СВО	Multi-County	7/1/2022	2	7/1/2022 - 6/30/2025			
Thomas, DeAnna	Lake Technical College	ETPA	Multi-County	7/1/2021	3	7/1/2022 - 6/30/2025			
Ushkowitz, Eric	City of Orlando (transitioned from Orange County Gov' to City of Orlando)	GRED	Region	10/5/2011	3	7/1/2024 - 6/30/2027			
Vazquez, Dr. Maria	Orange County Public Schools	ETPO	Orange	12/16/2021	3	7/1/2024 - 6/30/2027			
Watford, Richard	Ironworkers Local Union 808 / Joint Apprentice Training Committee	WOLO/WOJ	Multi-County	12/11/2023	1	12/11/2023 - 6/30/2026			

#### Key Codes:

Areas of Representation:

BU - Business (20 Seats)

WOLO - Workforce-Labor Organization

WOJ – Workforce-Joint labor-management Apprenticeship Program

WOD – Workforce-Community-based Organizations representing Individuals with Disabilities (optional)

WOV – Workforce-Community-based Organizations representing Veterans (optional)

WOY – Workforce-Community-based Organizations representing Youth (optional)

ETPA – Education and Training Provider-Adult Education and Literacy

ETPC - Education and Training Provider - Institution for Higher Learning

ETPO – Education and Training Provider-Other Providers (optional)

GRED – Government Representative-Economic Development

GRES - Government Representative-Employment Service

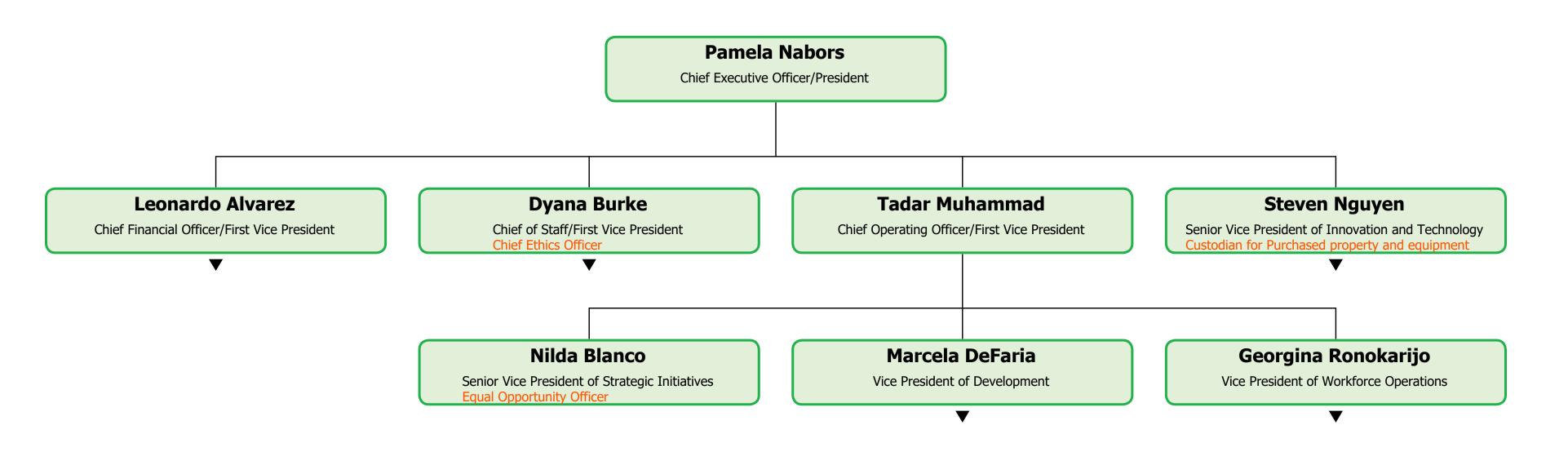
GRVRD - Government Representative-Vocational Rehabilitation

GRO – Government Representative-Other (optional) \*\*CareerSource Central Florida operates the Wagner Peyser (GRO) function

OTHER – Other (please specific group/program being represented) (optional)

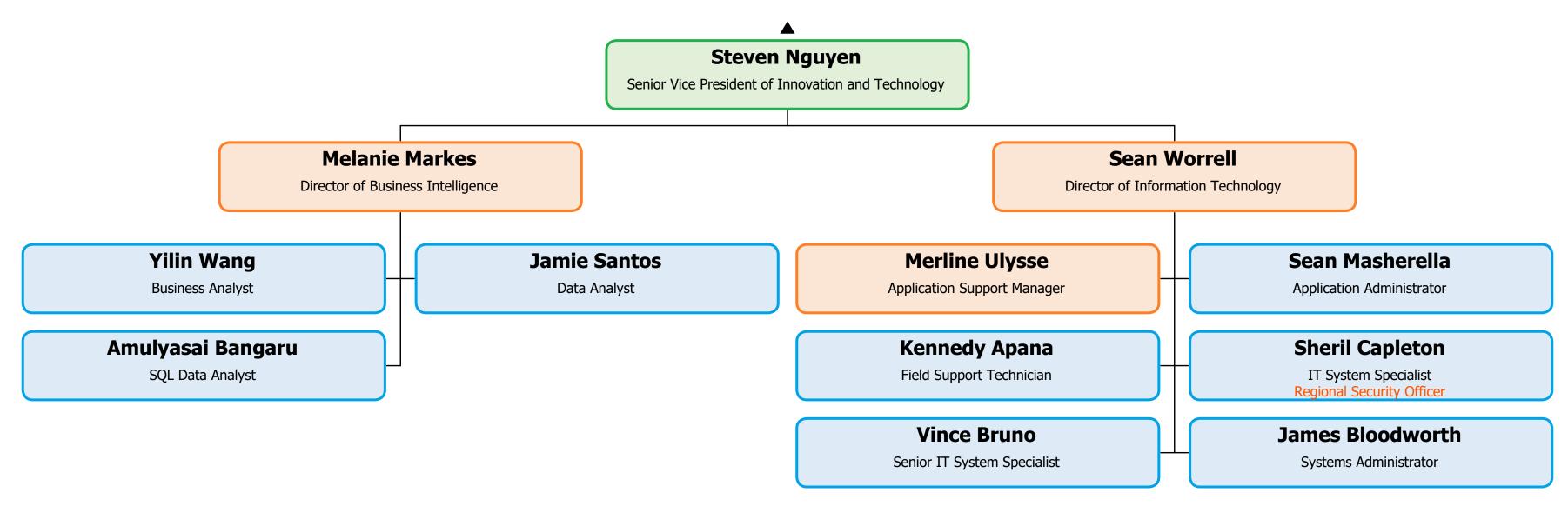
## Attachment F Organization Chart





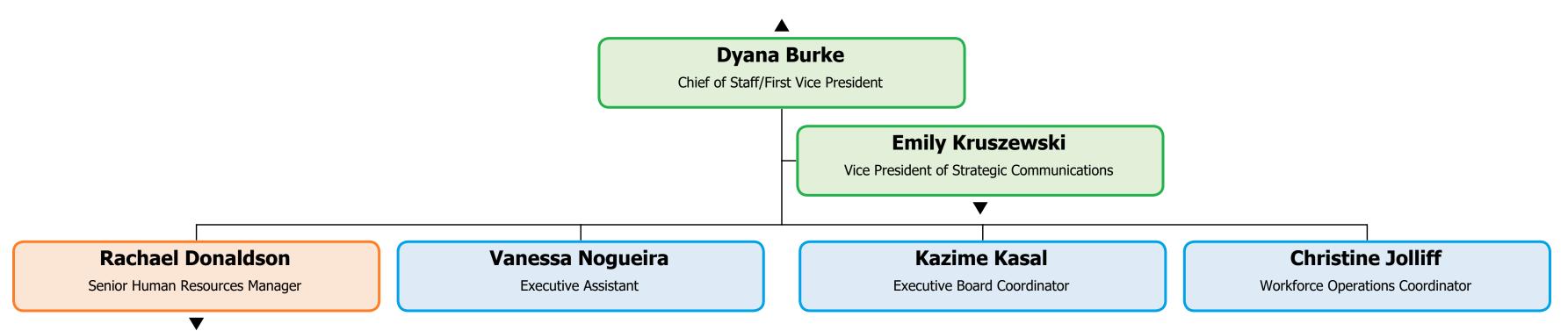
Executive Leadership
First/Mid/Senior Level Management
Non-Management
Temporary Staff











Executive Leadership
First/Mid/Senior Level Management
Non-Management
Temporary Staff



#### **Rachael Donaldson**

Senior Human Resources Manager

### **Margaret O'Boyle**

2 Florida Commerce Human Resources Manager FC Personnel Liaison

#### Kristi Witsell

Human Resources Generalist- Recruiter

#### **Nakisha Louis**

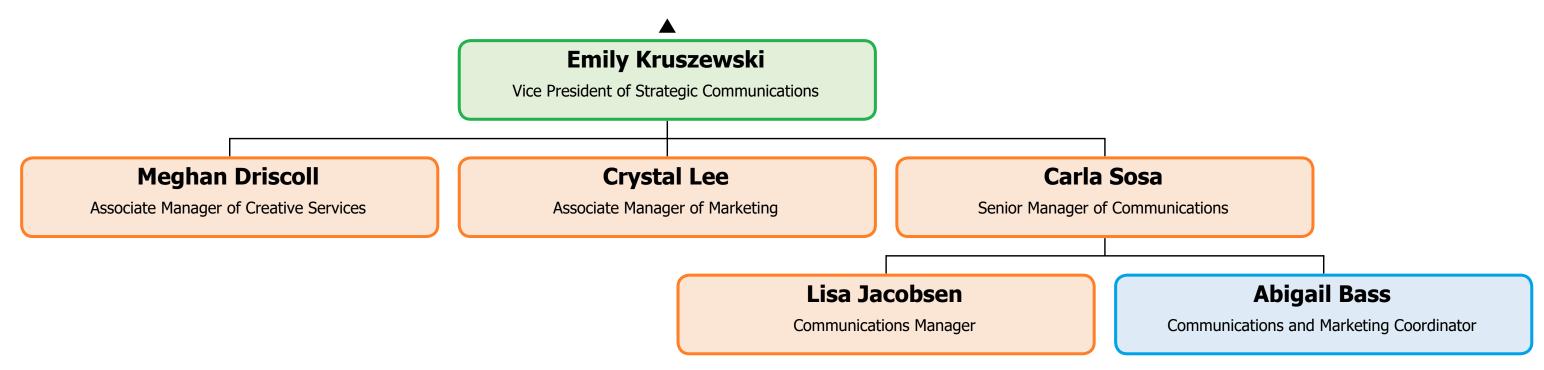
Human Resources Specialist

#### **Marcella Roman**

Senior Compensation & Benefits Analyst

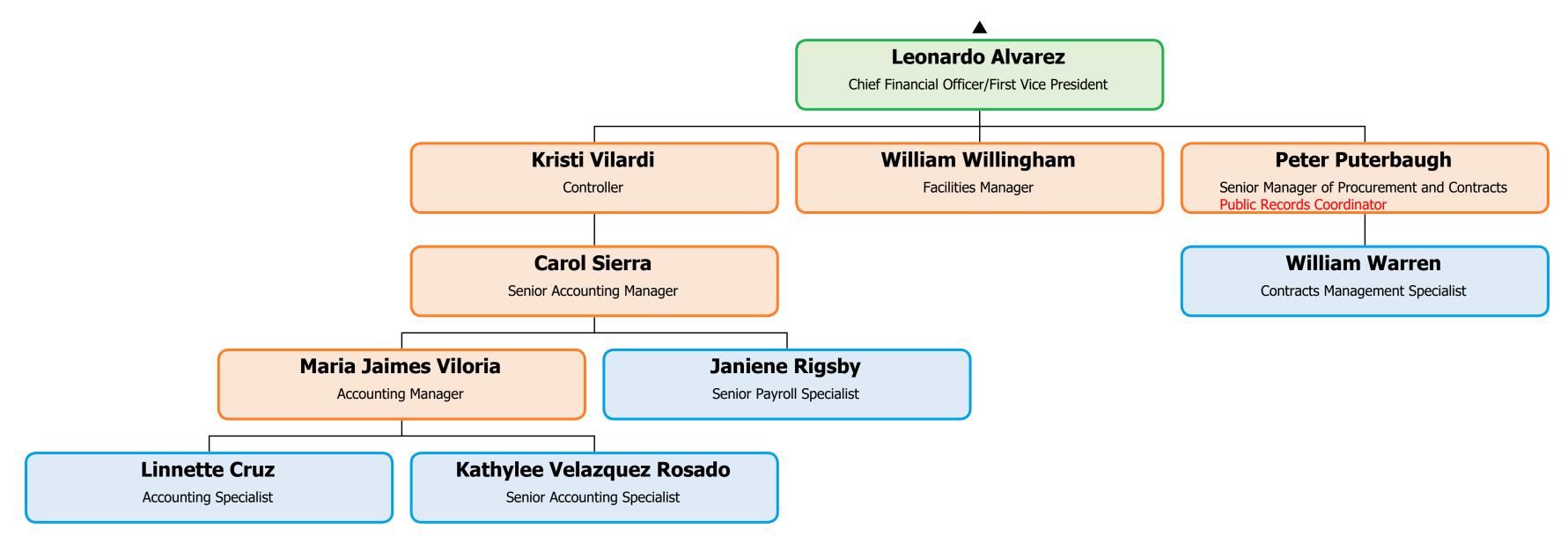
Executive Leadership First/Mid/Senior Level Management Non-Management Temporary Staff





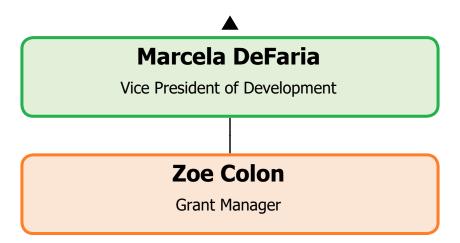
















Georgina Ronokarijo

Vice President of Workforce Operations

**Evan Williams** 

Director of Workforce Operations

 $\blacksquare$ 

**Janee Olds** 

Director of Workforce Special Projects

 $\blacksquare$ 

**Candace Burns** 

Director of Young Adult Services

 $\blacksquare$ 

One Stop Operator
Thomas P. Miller & Associates,
LLC



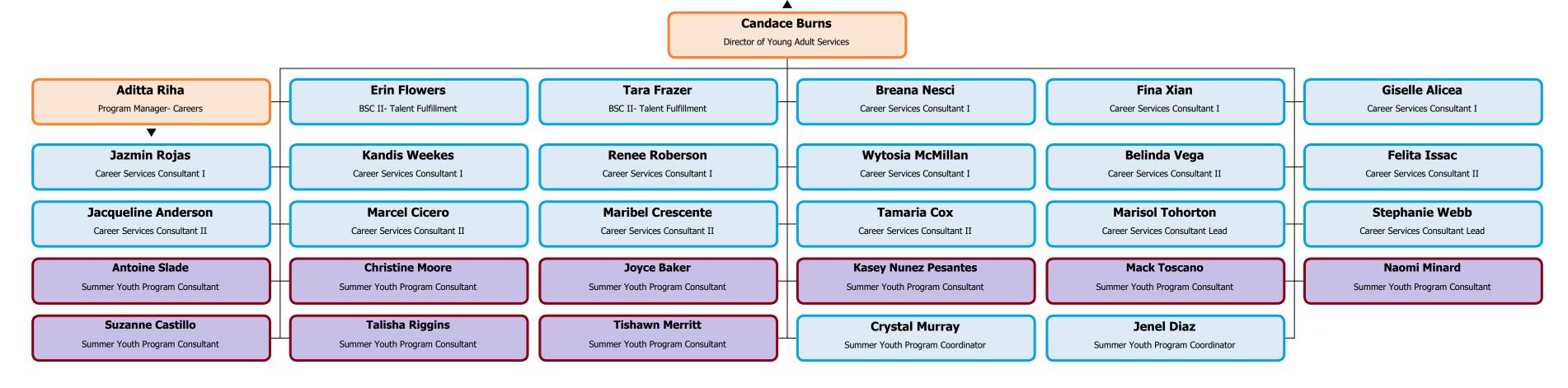
**Merarie Rodriguez** 

Senior Program Development Manager

 $\blacksquare$ 

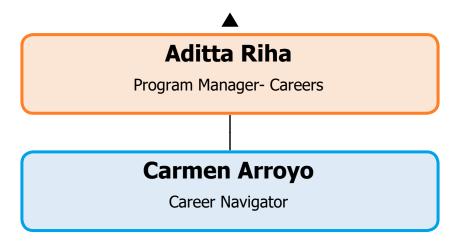
Executive Leadership
First/Mid/Senior Level Management
Non-Management
Temporary Staff





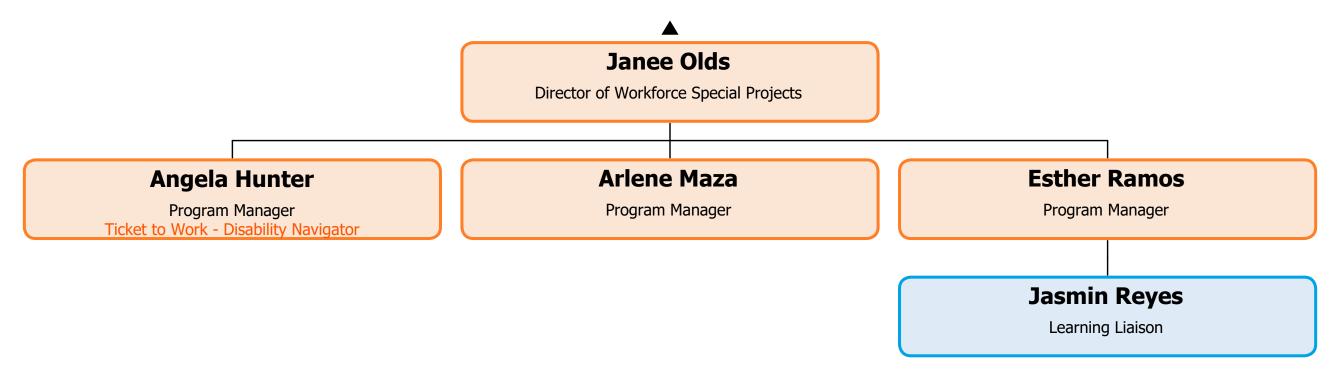






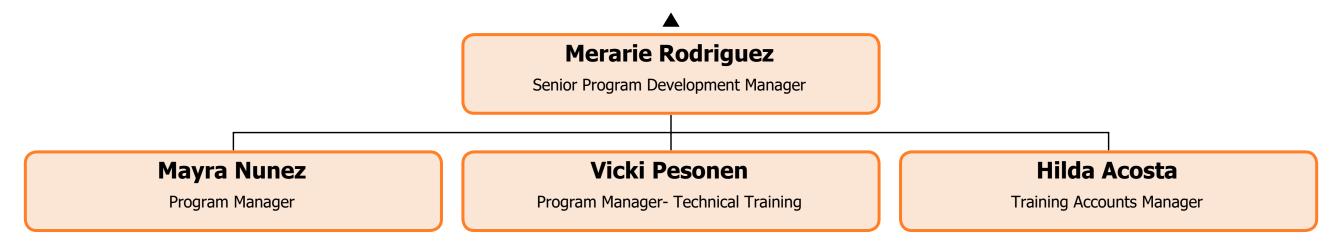






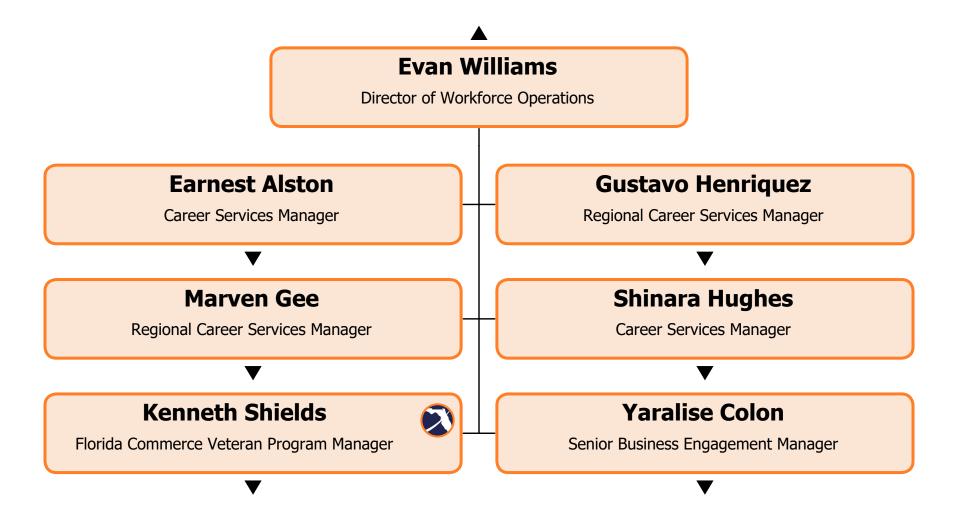






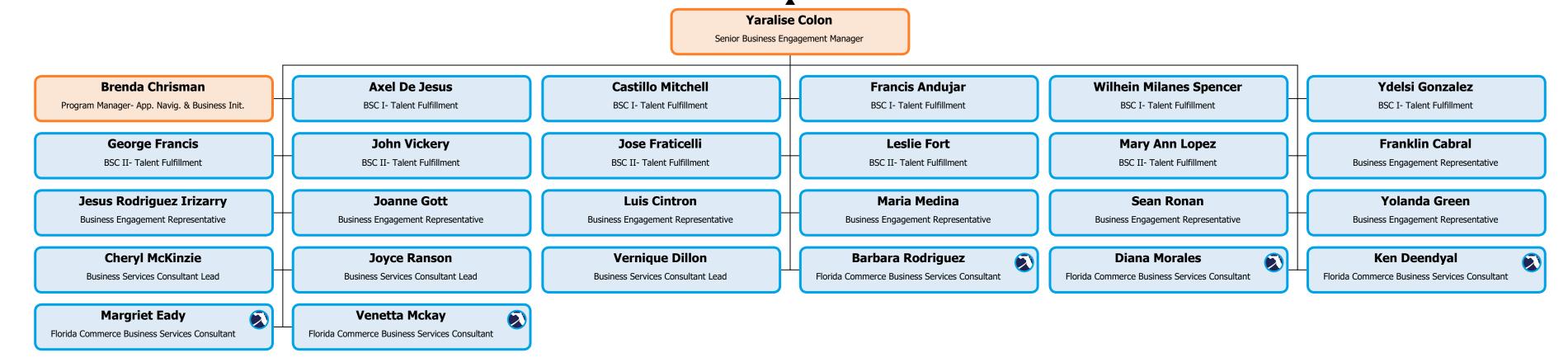
Executive Leadership
First/Mid/Senior Level Management
Non-Management
Temporary Staff













Organizational Chart\_Positions\_PY24-25\_Q1: August 16, 2024



**Shinara Hughes** 

Career Services Manager

**Haimee Clerge** 

Career Services Consultant I

**Stephanie Dolce** 

Career Services Consultant I

**Briane Douglas** 

Career Services Consultant II

**Latoya Thompson** 

Career Services Consultant II

**Takeisha Middleton** 

Career Services Consultant II

**Ebony Kennedy** 

Florida Commerce Career Services Consultant

**Julius Buie** 

Career Services Consultant I

**Tiffany Larkins** 

Career Services Consultant I

**Deborah Rumph** 

Career Services Consultant II

**Linda Bridges** 

Career Services Consultant II

**Griselle Casiano** 

Career Services Consultant Lead

**Hyacinth Fairclough** 

Florida Commerce Career Services Consultant

**Loubnat Boulmakoul** 

Career Services Consultant I

**Willette Tisdale** 

Career Services Consultant I

**Gail Pressley** 

Career Services Consultant II

**Resheda Lyons** 

Career Services Consultant II

**Leah Rawlins** 

Career Services Consultant Lead

**Marilyn Deramus** 

Florida Commerce Career Services Consultant

**Nehemie Delian** 

Career Services Consultant I

**Agatha Denis Louis** 

Career Services Consultant II

**Kimberly Young** 

Career Services Consultant II

**Sandra Soto** 

Career Services Consultant II

**Arsenio Lugo-Cabassa** 

Florida Commerce Career Services Consultant

**Tamyka Thomas** 

Florida Commerce Career Services Consultant

2

Executive Leadership First/Mid/Senior Level Management Non-Management Temporary Staff

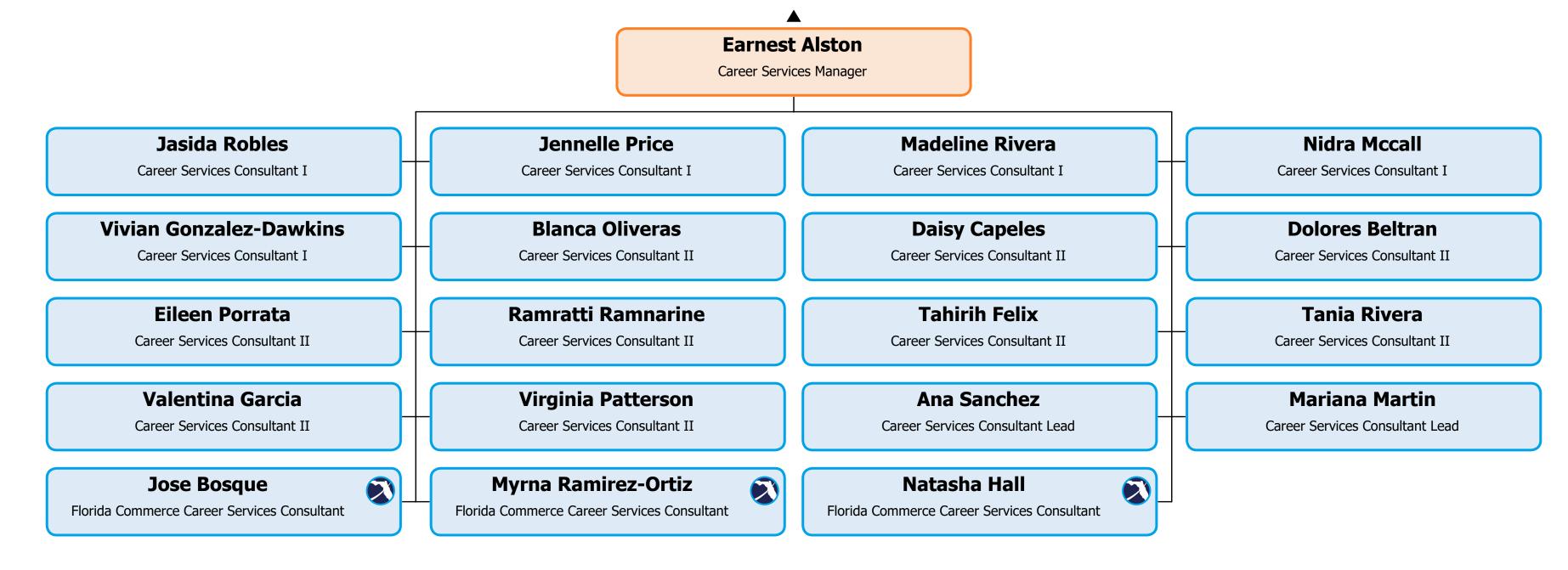
Organizational Chart\_Positions\_PY24-25\_Q1:

August 16, 2024

This organizational chart represents the overall structure of company positions. It may not fully reflect the current "Reports To" structure for some positions. Please direct any questions to Human Resources via Manage Engine.

2







Organizational Chart\_Positions\_PY24-25\_Q1: August 16, 2024



## **Gustavo Henriquez**

Regional Career Services Manager



Career Services Consultant I

#### **Thema LeFlore**

Career Services Consultant I

## **Deyanira Williams**

Career Services Consultant II

## **Margaret Irizarry-Traylor**

Career Services Consultant II

2

#### **John Williamson**

Florida Commerce Career Services Consultant

### **Faith Gibbs**

Career Services Consultant I

#### **Ana Torres**

Career Services Consultant II

#### **Jennifer Contreras**

Career Services Consultant II

#### **Dina Marcelin**

Career Services Consultant Lead

## **Sharmila Dhoray**

Florida Commerce Career Services Consultant

## **Natalie Ragland**

Career Services Consultant I

#### **Carmen Mercado**

Career Services Consultant II

## **Kathy Wilde**

Career Services Consultant II

#### **Donna Andrews**

Career Services Consultant Lead

#### **Johnette Hess**

Florida Commerce Learning Liaison

#### cci ocivices consui

Career Services Consultant I

**Shala Floyd** 

#### **Dana Smith**

Career Services Consultant II

#### **Linda Griffieth**

Career Services Consultant II

#### **Yaritza Rivera Tirado**

Career Services Consultant Lead

2

#### **Richardson Rohlicek**

Florida Commerce Learning Liaison



Organizational Chart\_Positions\_PY24-25\_Q1: Au

August 16, 2024

This organizational chart represents the overall structure of company positions. It may not fully reflect the current "Reports To" structure for some positions. Please direct any questions to Human Resources via Manage Engine.





**Antonio George** 

Florida Commerce Disabled Veteran Outreach Program Representative



Florida Commerce Disabled Veteran Outreach Program Representative

#### **Demetrius Matthews**

Florida Commerce Disabled Veteran Outreach
Program Representative

## Marvin Brown

Florida Commerce Disabled Veteran Outreach Program Representative

#### **Omar Roberts**

2

Florida Commerce Disabled Veteran Outreach Program Representative

#### **Yinette Lizardo**

Florida Commerce Disabled Veteran Outreach Program Representative

#### **Marisa Benson**

Florida Commerce Disabled Veteran Outreach Program/Local Veteran Employment Representative

#### **Anthony Harris**

2

Florida Commerce Local Veteran Employment Representative

#### **Daniel Olivares**

Florida Commerce Local Veteran Employment Representative

## Thomas Krieger

Florida Commerce Local Veteran Employment Representative



2

Virna Alvelo-Ortiz
Florida Commerce Local Veteran Employment
Representative

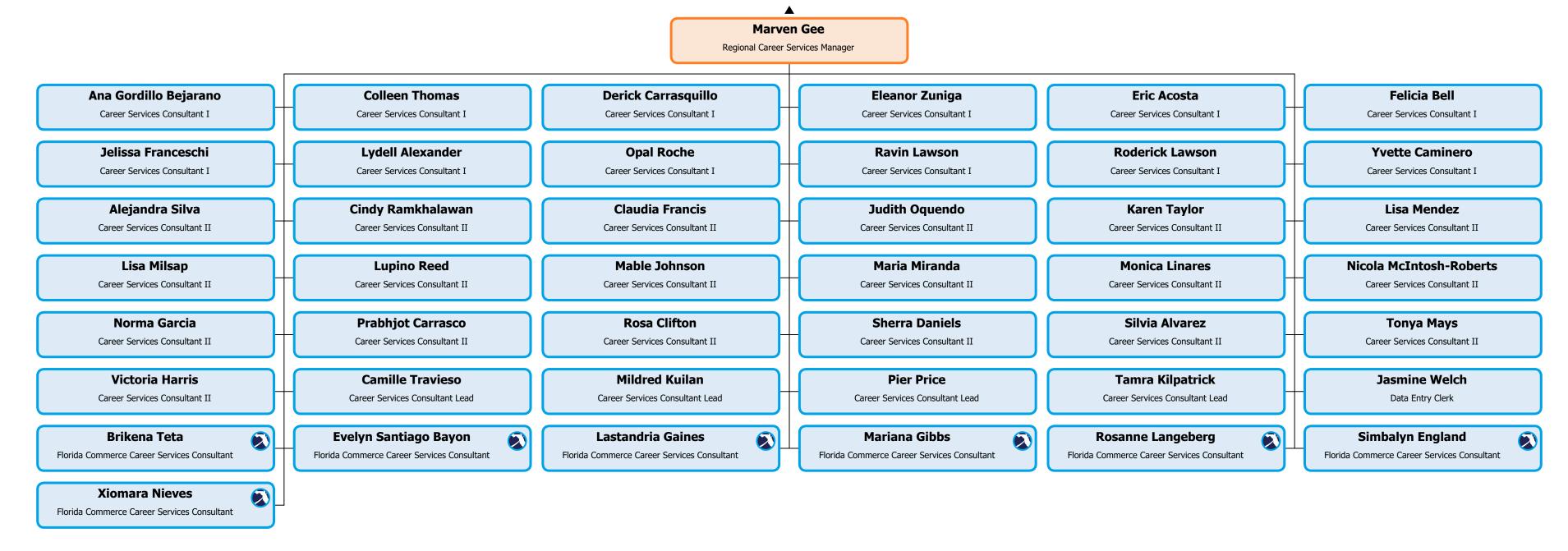




Organizational Chart\_Positions\_PY24-25\_Q1:

August 16, 2024







Organizational Chart\_Positions\_PY24-25\_Q1: August 16, 2024

## Attachment G

# Board Governance and Composition



POLICY: Central Florida Regional Workforce Development Board Governance POLICY NUMBER: WIOA 18

Author: Gina Ronokarijo, Senior Planning Manager	Effective Date: 02/14/2022	Revision Date:	
Description of Revision(s):			
Approval:	Mimi Coenen, Chief Operations Officer		
Signature:	Moine.	Cur	

- PURPOSE: The purpose of this policy is to provide the requirements for CareerSource Central Florida "local area" and Board of Directors governance. This policy outlines roles, responsibilities and requirements of the entities and individuals that make up the workforce development system within Local Workforce Development Board (LWDB) – 12 CareerSource Central Florida (CSCF).
- II. BACKGROUND: Each local workforce development area in the state must establish a local workforce development board to carry out the functions specified for the local board under WIOA sec. 107(d) for such area. WIOA requires LWDBs and Chief Local Elected Officials (CLEOs) to design and govern the system regionally, align workforce policies and services with regional economies and support service delivery strategies tailored to those needs. The local area serves as a jurisdiction for the administration of workforce development activities which requires the CLEO to plan an active role in both the strategic planning and ongoing operation of the local system. Agreements between the CLEO and the entities responsible for the local workforce development system will address how the local area functions and how administrative tasks will be carried out.

#### **III. DEFINITIONS:**

<u>Consortium:</u> the group of Mayors/Chairman or designated County Commissioners from the Region.

**Director**: means an individual member of the Board of Directors

Region: the five Florida counties served by CareerSource Central Florida

(CSCF): Lake, Orange, Osceola, Seminole, and Sumter

<u>Chief Local Elected Official (CLEO):</u> the Chairman of the Consortium

<u>Person with optimum policy making authority</u> an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.

Local Workforce Development Area (LWDA): a geographical area that serves as jurisdiction for the administration of workforce development activities and has been granted designation as such.

<u>Local Workforce Development Board (LWDB):</u> a board established under WIOA Sec. 107, to set policy for the local workforce development board.

#### IV. <u>REFERENCES:</u>

Public Law 113-128, Workforce Innovation and Opportunity Act,

Sections 106 and 107

20 Code of Federal Regulations 679.310

20 Code of Federal Regulations 679.320

20 Code of Federal Regulations 679.370

Sections 445.004 and 445.007 F.S.

Chapter 119, F. S.

Chapter 286, F.S.

CSF Strategic Policy 2020.02.20.A.1 – Board Governance and

**Leadership** 

CSF Strategic Policy 2018.09.26.A.1 – Ethics and Transparency Policy

**CSF Administrative Policy 110** 

**CSF Administrative Policy 91** 

**CSF Administrative Policy 106** 

**CSF Administrative Policy 93** 

#### V. POLICY:

#### A. Roles and Responsibilities

#### 1. Consortium of Chief Elected Officials

The Consortium of Chief Elected Officials, which will be comprised of either the Mayor/Chair or a currently serving County Commissioner designated by the Mayor/Chair from each of the five counties, as agreed upon in the Region 12 Central Florida Area Workforce Development Consortium Interlocal Agreement, has the following responsibilities:

- a) Elects from among its five members, one member to act as Chair of the Consortium and one member to act as the vice chair.
- b) Chair of the Consortium shall act as the **chief local elected official** (CLEO) for the local workforce development area.
- c) Designates CareerSource Central Florida as the local workforce development board.
- d) Requests LWDB certification (as prescribed in CSF Administrative

#### Policy 091)

- e) Appoints the membership of CareerSource Central Florida Board of Directors. The CLEO may not delegate this responsibility to the executive director or to staff.
- f) In coordination with the CSCF Board of Directors, establish bylaws.
- g) Designates CareerSource Central Florida as the administrative entity and fiscal agent for all programs promulgated under the Workforce Innovation and Opportunity Act (WIOA). The CLEO may not delegate this responsibility to the executive director or to staff.
- h) In coordination with the CSCF Board of directors and/or staff to the board, negotiating and reaching agreement on local performance measures with the state.
- i) Meets during each fiscal year, no less than semi-annually, to conduct such business as necessary. At least one of the two meetings shall be a joint meeting between the Consortium and the CSCF Board of Directors. The Consortium shall comply with the Florida Sunshine Law requirements.
- j) Approves the CareerSource Central Florida annual fiscal year budget.
- k) Remains liable for any misuse of WIOA grant funds by the local area.

#### 2. Fiscal Agent

The fiscal agent is the entity that performs accounting and funds management on behalf of the CLEO. As the designee of this role, CSCF will be responsible for:

- a) Ensuring sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, corresponding federal regulations, state law, and state policies.
- b) Developing an annual budget for the purpose of carrying out the duties of CSCF including, but not limited to, all programs promulgated under the ACT for the region.
- c) Providing for the conduct of an annual audit of all funds managed by CSCF and submit a copy of that audit and copies of financial statements prepared for the conduct of CSCF business to the Consortium.
- d) Ensuring the purchase of goods and services is conducted in an open manner with competitive pricing, proper management, and oversight controls to ensure Finance accountability and efficiency and to prevent waste, fraud and abuse and avoid acquisition of unnecessary or duplicative items.

#### 3. Local Workforce Development Board

The LWDB is appointed by the CLEO in each local area in accordance with state criteria established under WIOA sec. 107(b) and certified by the Governor every two years in accordance with WIOA sec. (c)(2). CareerSource Central Florida responsibilities include, but are not limited to:

- a) Develop and submit the local plan to the Governor of Florida.
- b) Designate one-stop operators and providers.
- c) Designate eligible providers of youth services.
- d) Provide oversight for the one-stop delivery system, local employment and training activities, and youth activities.
- e) Provide such staff and other support to the Consortium as deemed necessary for the conduct of Consortium business.
- f) Submit to the Consortium, for review and approval, the one-stop operator designation.
- g) Coordinate the activities of the workforce development system with economic development strategies and other business and employer activities as appropriate.
- h) Negotiate and reach agreement on local performance measures with the CLEO and the state.
- Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and jobseekers.

#### 4. Local Workforce Development Board Chairperson

The CSCF Board of Directors chairperson is elected by the members of the Board of Directors and must be a business representative on the board. The chairperson will serve a term of no more than two years and can serve no more than two terms.

The Chairperson is responsible for:

- a) Presiding over at all meetings of the Board and determining the agenda for all Board meetings in consultation with the President/CEO.
- b) Making all Committee appointments other than the officers elected.
- c) Serving as an ex-officio member of all committees with the exception of the Executive Committee, for which the Chairperson may opt to serve either as committee chair or as a regular committee member.
- d) Perform all duties assigned to the Chairperson under the <u>Bylaws of Central Florida Workforce Development Board, Inc.</u>

#### 5. Local Workforce Development Board Executive Director

The President and Chief Executive Officer ("President") will be nominated by the Executive Committee and confirmed by the Board of Directors. The President will be a full-time employee of CSCF and not a member of the Board of Directors. The President's performance will be reviewed annually by the Executive Committee and the President's salary and incentives will be set by the Executive Committee. The President will be the chief executive officer of CSCF and will be responsible for the general and active management of the business and affairs of CSCF, subject to the direction of the Executive Committee and the Board of Directors. The Executive Director must have the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in effectively and ethically carrying out the functions of CSCF Board which may include:

- a) Coordinating with the CLEOs regarding the identification and nomination of members to the Board of Directors and ensuring membership is compliant with WIOA and Florida Statutes.
- b) Organizing board meetings and ensuring meetings are held according to the CSCF bylaws and Florida's sunshine laws.
- c) Developing and submitting the local and regional workforce development plan.
- d) Conducting oversight of the WIOA adult, dislocated worker, youth programs and the entire one-stop delivery system, including development of policies and monitoring the administration of the programs.
- e) Negotiating and reaching agreement on local performance measures.
- f) Negotiating with CLEO and required partners for the Memorandum of Understanding (as prescribed in <u>Administrative Policy 106 Memorandums of Understanding and Infrastructure Funding Agreements.</u>
- g) In compliance with CSCF's procurement policy, provide oversight of the competitive procurement process.
- h) Developing a budget for activities of CSCF.
- i) Certifying the one-stop career centers. One-stop certification requirements may be found in <u>Administrative Policy 93 One-Stop Career Center Certification Requirements</u>.

#### **B. One Entity Performing Multiple Functions**

WIOA establishes clear roles and responsibilities for each entity or organization involved in the workforce delivery system. One entity may perform multiple functions if appropriate firewalls and internal controls are in place. Local entities or organizations often function

simultaneously in a variety of roles, including fiscal agent, board staff, one-stop operator, provider of career services, and provider of youth services. CSCF makes every effort to ensure that roles and duties of workforce delivery system entities are clearly defined and delineated with established processes and procedures that clearly detail steps taken to mitigate risks and firewalls created. These processes and procedures are included in <a href="CareerSource Central Florida's Strategic Plan">CareerSource Central Florida's Strategic Plan</a>.

## C. Local Workforce Development Boards as Direct Provider of Workforce Services

Career Source Central Florida (CSCF) is currently operating as a direct service provider under continued designation as a One-Stop Operator from July 1, 2020, through June 30, 2023, as approved by CareerSource Florida in June 2020.

As stated in Final Guidance OSPS-83, a year-end report is presented to the Department of Economic Opportunity responding to the following areas:

- 1. An analysis of the actual cost savings realized as a result of providing the direct workforce services
- 2. A description of any improvements to the local service delivery system and/or performance outcomes.
- 3. Descriptions of "best practices" that could be shared with other regional workforce boards

CSCF will continue to reassess designations annually and submit appropriate requests to DEO and CareerSource Florida.

## D. Temporary Assumption of Duties for Procured and Contracted Services

CSCF may procure and contract with providers to fill the roles and duties of workforce delivery system entities following the guidance issued in the CSCF Procurement Policies and Procedures. In certain critical circumstances, (e.g., sudden termination of contract or failed procurement), CSCF may be faced with needing to temporarily assume the role(s) of one of these system entities. If this happens, CSCF may request to temporarily assume the responsibilities that were being provided by a contracted vendor or services being sought when the procurement failed. Requests for boards to act as a one-stop operator and provider of workforce and/or youth program services on a time-limited basis must be approved by the CLEO and submitted to DEO. The request must include the duration for which the board will act as a one-stop operator and provider of services. DEO will make a

recommendation to the state workforce development board.

#### **E.** Governance Agreements

Implementation of a local workforce development system pursuant to WIOA requires that the CLEOs play an active role in both strategic planning and ongoing operation of the local system. When a local area includes more than one unit of general local government, the chief elected officials of such units may execute a written agreement that specifies the respective roles and liability of the individual chief elected officials. Chief local elected officials are liable in their official capacity but not personally liable for the misuse of WIOA funds.

#### 1. Interlocal, Consortium and Other Agreements

The purpose of the <u>Central Florida Area Workforce Development</u> <u>Consortium Interlocal Agreement</u> is to ensure the decisions that are delegated to the consortium reflect the agreement of all chief elected officials in all jurisdictions on the local area.

The Central Florida Area Workforce Development Consortium Interlocal Agreement and other applicable agreements address the following items:

- a) Identification of the local workforce development area
- b) Designation and responsibilities of the CLEO
- c) Establishment, appointment, and operation of the LWDB
- d) Designation and responsibilities of the fiscal agent
- e) Process for CLEOs to provide input
- f) Liability
- g) Performance Accountability
- h) Dispute Resolution Process
- i) Duration of the agreement and process for modification or termination

#### 2. Bylaws

The <u>Central Florida Regional Workforce Development Board Bylaws</u> provide consistency and clarification on the roles and responsibilities of the various representatives governing the local workforce development system. CSCF will ensure that the bylaws are up to date and in alignment with requirements of WIOA and state policy. The bylaws address the following items:

- a) Functions and responsibilities of the LWDB
- b) Membership
- c) Authority of LWDB
- d) Duties and Terms of the members
- e) Officers
- f) Committees
- g) Meetings and Minutes
  - (i) Record Keeping
  - (ii) Voting, Board Actions, and Conflict of Interest

## F. WIOA Public Disclosures, Transparency, and the Florida Sunshine Provision

CSCF will comply with the Florida "sunshine provision" to conduct business in an open manner and make available, on a regular basis through electronic means and open meetings, information about the activities of CSCF. CSCF will also adhere to the transparency and public disclosure requirements in 445.007, F.S. as well as requirements detailed in the Grantee-Subgrantee Agreement.

In accordance with federal and state requirements, the following items will be posted on the CareerSource Central Florida Website (www.careersourcecentralflorida.com):

- 1. Local Strategic Plan
- 2. List of Current Board Members
- 3. Selection of One-Stop Operators
- 4. Minutes of formal meetings
- Bylaws
- 6. Compensation Disclosures
- 7. Written declaration from the Chief Financial Officer
- 8. IRS Form 990
- 9. Statement of Financial Interest
- 10. Vendor agreements and contracts

#### G. New Board Member Orientation and Annual Training

As part of its annual onboarding of new Board members, CSCF will conduct annual orientation and training to ensure they understand the purpose of their participation. This orientation and training will empower

Board members to effectively serve in their role.

#### 1. New Board Member Orientation

Within Six months of appointment, new board members will complete orientation that will cover:

- a) Overview of WIOA
- b) Overview of the workforce development system and structure
- c) The state's workforce development system goals and strategies
- d) The purpose of the LWDB
- e) Board composition
- f) Roles and Responsibilities of the CLEO, fiscal agent, LWDB, Chairperson, President, and staff
- g) Required programs and partners
- h) Funding
- i) Performance requirements
- j) Sunshine law requirements
- k) Conflict of interest policy and disclosure of potential conflicts of interest.

#### 2. Annual Training

All Board members will complete an annual refresher training to remind them of the purpose of their appointment as a member of the CSCF Board of Directors. The annual training will include:

- a) The state's workforce development goals and strategies
- b) The purpose of the LWDB
- Roles and Responsibilities of the CLEO, fiscal agent, LWDB, Chairperson, President, and staff
- d) Funding
- e) Performance requirements
- f) Sunshine law requirements
- g) Conflict of interest policy

#### H. State and Local Monitoring

CSCF will utilize a third-party agency to complete monitoring on the procurement process and resulting contracts and agreements, as well as fiscal monitoring.

DEO will perform programmatic and fiscal monitoring and will review CSCF's agreements and contracts during the annual monitoring review for compliance with federal and state laws and regulations.

#### VI. INQUIRIES:

**Policy:** Questions regarding this policy should be directed to the President and CEO of CSCF. Any updates to this policy will be communicated through the Chief Operating Officer or their designee and noted on page one of the policy.

#### VII. ATTACHMENTS

Central Florida Regional Workforce Development Board Bylaws
Central Florida Area Workforce Development Consortium Agreement
CareerSource Central Florida Board of Directors Manual



**POLICY: Local Workforce Development Board Composition and Certification** 

**POLICY NUMBER: WIOA 17** 

Author: Gina Ronokarijo, Senior Planning Manager	Effective Date: 11/19/2021 Revision	on Date:	
Description of Revision(s):			
Approval:	Mimi Coenen, Chief Operating Officer		
Signature:	Main. Cu	·	

- I. <u>PURPOSE</u>: The purpose of this policy is to provide the requirements for CareerSource Central Florida Board of Directors membership composition and certification under the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes (F.S.)
- **II. BACKGROUND:** Each local workforce development area in the state must establish a local workforce development board to carry out the functions specified for the local board under WIOA sec. 107(d) for such area that includes creating a regional strategic plan that addressed the needs of the local labor market economy, aligning the needs of employers with talent development strategies, and convening system stakeholders to align economic, education, workforce, and business efforts.

#### III. <u>DEFINITIONS:</u>

<u>Chief Local Elected Official (CLEO):</u> is the designated Chairman of the Consortium that is selected by its members to represent the Consortium

<u>Consortium:</u> elected officials representing one of the five counties – Lake, Osceola, Orange, Seminole, and Sumter – served by CSCF as **designated** by each County Commission to serve.

<u>Director</u>: means an individual member of the CareerSource Central Florida Board of Directors

**<u>Region</u>**: is comprised of the five counties served by CareerSource Central Florida (CSCF): Lake, Orange, Osceola, Seminole, and Sumter

<u>Person with optimum policy making authority –</u> an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.

#### IV. REFERENCES:

Public Law 113-128, Workforce Innovation and Opportunity Act, Sections 106 and 107

20 Code of Federal Regulations 679.320

Sections 445.004 and 445.007 F.S.

CSF Administrative Policy 091

#### V. POLICY:

#### A. Consortium of Chief Elected Officials

The Consortium of Chief Elected Officials, as outlined in the Region 12 Central Florida Area Workforce Development Consortium Interlocal Agreement, has the following responsibilities:

- 1. Elects from among its five members, one member to act as Chair of the Consortium and one member to act as the Vice Chair.
- 2. Designates Chair of the Consortium as the **chief local elected official (CLEO)** for the local workforce development area.
- 3. Designates CareerSource Central Florida (CSCF) as the local workforce development board.
- 4. Appoints the membership of CareerSource Central Florida Board of Directors. The CLEO may not delegate this responsibility to the executive director or to staff.
- 5. Designates CareerSource Central Florida as the administrative entity and fiscal agent for all programs promulgated under the Workforce Innovation and Opportunity Act (WIOA).
- 6. Meets during each fiscal year, no less than semi-annually, to conduct such business as necessary. At least one of the two meetings shall be a joint meeting between the Consortium and the CSCF Board of Directors. The Consortium shall comply with the Florida Sunshine Law requirements.
- Approves the CareerSource Central Florida annual fiscal year budget.

#### **B. CareerSource Central Florida Board of Directors**

The Consortium will appoint members of the board based on the following criteria:

- 1. Individuals must have substantial management, optimum policymaking, or hiring authority within the organizations, agencies, or entities they represent.
- 2. Represent the diverse geographic areas within the region.

The composition of the CSCF Board of Directors shall include:

- 1. Businesses:
  - a. A majority of the CSCF Board (minimum 51%) must represent businesses as owners, chief executives, operating officers, other business executives or employers with optimum policymaking or hiring authority.
  - b. Representative from large, medium, and small

- businesses that provide high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area.
- c. Individuals nominated by local business organizations and business trade associations.
- 2. Labor Organizations /Apprenticeships (20% of Board members):
  - a. Must include one of more representatives of labor organizations.
  - b. Must include one representative from a joint labormanagement apprenticeship program, or an apprenticeship program in the area (if it exists).
  - c. May include representatives of community-based organizations with experience in addressing the employment needs of individuals with barriers to employment.
  - d. May include representatives of organizations with demonstrated experience addressing employment, training/education needs of eligible youth.
- 3. Education and Training Providers:
  - a. Must include one representative administering adult education and literacy activities under WIOA Title II.
  - b. Must include one representative of higher education institutions (including community colleges).
  - c. May include one representative of local educational agencies and community-based organizations with experience addressing education of training needs of individuals with barriers to employment.
  - \*Note: Representatives for adult education, literacy and higher education must be appointed from among individuals nominated by local education and training providers or institutions if there are multiple eligible providers in the local area.
- 4. Governmental and economic/community development entities:
  - a. Must include one representative of economic and community development entities.
  - b. Must include one representative of Wagner-Peyser programs.
  - c. Must include on representative of Vocational Rehabilitation programs.
  - d. May include representatives of agencies or entities administering transportation, housing, and public assistance programs.

#### 5. Other entities:

 May include other individuals or representatives of entities that the chief elected official may determine appropriate.

The term of each Director's appointment is three (3) years, beginning the first day of July of the year of appointment, and continuing through the last day of June in year three (3). There is a maximum term of eight (8) years, (2 three-year terms and 1 two-year term) unless the member is a representative of a government entity. One-Third (1/3) of all terms will expire annually.

Directors will be eligible for re-appointment without re-nomination for an additional term having a maximum of three (3) years by the Consortium.

#### C. CareerSource Central Florida Board Chairperson

The CSCF chairperson is elected by the members of the Board of Directors and must be a business representative on the board. The chairperson will serve a term of no more than two years and can serve no more than two terms.

The Chairperson is responsible for:

- a. Presiding over at all meetings of the Board and determining the agenda for all Board meetings in consultation with the President/CEO.
- b. Making all Committee appointments other than the officers elected.
  - a. Serving as an ex-officio member of all committees with the exception of the Executive Committee, for which the Chairperson may opt to serve either as committee chair or as a regular committee member.

#### D. Standing Committees

CareerSource Central Florida has designated the below standing committees to provide information and to assist CSCF Board of Directors in carrying out its required activities, as prescribed in WIOA sec 107(b)(4).

#### a) Executive Committee:

The Executive Committee will have a minimum of five (5) board members, which include the Board officers and the Chairs of standing committees. Membership is expanded to ensure each of the five counties in the Region is represented. The Board of Directors extends full authority to this committee to act on its behalf regarding the organization's business matters in accordance with CareerSource Central Florida's bylaws and policies

#### b) Finance Committee:

Chaired by the Treasurer, the Finance Committee reviews

periodic reports on the financial activities of the organization; controls and supervises its financial affairs; oversees its retirement plan; and approves budgets and budget amendments.

#### c) Audit Committee:

Provides oversight through review of monitoring reports and audits of CSCF. Reviews and approves CSCF's responses to any audit findings or observations. Reviews and evaluates the adequacy of internal accounting controls and practices, ethics and conflicts-of-interest policies, and makes recommendations for revisions and additions as necessary and appropriate. Includes accounting professionals representing each of the region's counties.

#### d) Community Engagement Committee:

Recommends outreach strategies and policies to ensure the organization is aligned and engaged with other community, civic, workforce and economic development activities.

#### e) Career Services Committee:

The purpose of the Career Services Committee is to provide policy guidance and strategic oversight as it relates to the operation of programs and service delivery throughout CSCF's five county area. The committee will also establish budget priorities with the goal of maximizing resources and approving local policy to allow achievement of desired business services, adult and youth performance outcomes.

#### f) Governance Committee:

Reviews the CSCF Articles of Incorporation and By-laws and recommends changes to the Board of Directors. Identifies a process to recruit Board members and officers and evaluates the Board's effectiveness. Responsible for establishing risk management policies and continuing operation plans.

#### g) Revenue Diversity Committee:

A committee formed to provide guidance and strategies for pursuing alternate funding opportunities that align with the mission, vision, and priorities of CSCF and the region it serves.

#### h) Facilities Committee:

Ad Hoc committee formed to provide guidance and expertise to CSCF admin staff regarding lease negotiations, estimates for buildouts, and other similar situations.

#### i) Advisory Committees:

Advisory Committees will be formed on an as needed basis.

#### E. Board Member Vacancies, Term Limits and Removal

Board members who no longer hold the position or status that made them eligible appointees must resign or be removed by the CLEO. Vacancies must be filled within a reasonable amount of time, but no more than 12 months from the vacancy occurrence. A Board member may be removed at any time, with or without cause, by a majority vote of the Consortium, except, however, a Board member who is a representative of the private sector may be removed only by the Consortium member of his or her respective county. Additionally, the CLEO may remove a Board member for cause. The Board may recommend to the CLEO removal of a director when, in the judgement of the Board, the best interest of CSCF will be served.

## F. Certification of Central Florida Regional Workforce Development Board

A Local Workforce Development Board (LWDB) must be certified every two years for each local area in the state, based on the criteria described in WIOA sec. 107(b), For second, or subsequent certification, certification must also be based on the extent to which the local area ensures workforce investment activities carried out in the local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA sec. 106(e)(2). CareerSource Central Florida will submit requested certification documents to DEO during the certification process.

#### VI. <u>INQUIRIES</u>:

**Policy:** Questions regarding this policy should be directed to the President & CEO of CSCF. Any updates to this policy will be communicated through the Chief Operating Officer or their designee and noted on page one of the policy.

#### VII. ATTACHMENTS

CSCF Board Required Seat Composition Sample

## **CareerSource Central Florida Required Board Composition**

FY: 2021-2022

Business Seats	Mandatory Seats			
(51%+)				
<u>Characteristics:</u>	Mandatory Areas of Representation:			
<ul> <li>Private, for-profit businesses or organizations representing businesses</li> <li>CEOs, COOs or executives who have substantial management or policy responsibility</li> <li>Business owners</li> </ul>	<ul> <li>Labor / Apprenticeship, Community-Based Organizations (CBO) - at least 20% representation</li> <li>Education</li> <li>Economic / Community Development</li> </ul>			
<ul> <li>Appointed proportionally to relative population of 5 counties</li> <li>All counties have a least two members</li> </ul>				
Current Business Seat Count per County:  Orange: 8 Osceola: 3 Seminole: 3 Lake: 2 Sumter: 2 Total: 18 The Chair of Local Workforce Development Board must be	Current Mandatory Seats (all counties):  Labor / Apprenticeships / CBOs: 6  (Labor & Apprenticeship) (Labor & Apprenticeship) (CBO- Youth) (CBO) (CBO-Disab) (CBO-Disab/Vet)  Education: 4  (ETPA)			
from the business community	(ETPA) (ETPC) (ETPC)  Economic / Community Development: 4 (GRVRD – VR & Ind w/Disab) (GRED) (GRED) (GRED) (GRO)			
GRAND TOTAL: 32 BOARD MEMBERS				

Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, Section 107 Reference:

CareerSource Florida – Administrative Policy (#91), Section IV CareerSource Central Florida Bylaws, Article VI

Central Florida Area Workforce Development Consortium - Interlocal Agreement, Section II

# Attachment H Attachment I

MOU and IFA Agreements

#### PY23-26 MEMORANDUM OF UNDERSTANDING BETWEEN CAREERSOURCE CENTRAL FLORIDA AND THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

This is a Memorandum of Understanding executed by and between CareerSource Central Florida, with principal offices at 399 North Orange Avenue, Suite 700, Orlando, Florida 32801 (hereinafter referred to as "CSCF"), and the School Board of Orange County, Florida, located at 445 West Amelia Street, Orlando, Florida 32801 (hereinafter referred to as "OCPS"), collectively referred to as the "Parties".

#### 1. PURPOSE:

The purpose of this MOU is to enhance the cooperative working relationship between CSCF and OCPS and to define the respective roles and responsibilities in achieving the required policy objectives as intended under the Workforce Innovation and Opportunity Act (WIOA Section 167), the State of Florida Workforce Innovation and Opportunity Act Unified Plan 2020 - 2024, the American Education and Family Literacy Act (AEFLA), and FL House Bill 1507.

WIOA requires that a Memorandum of Understanding (MOU) be developed and executed between the local workforce development board, CSCF, and the WIOA required Adult Education and Family Literacy providers and Career and Technical Education (GTE) providers, namely the School Board of Orange County, Florida (name of institution).

Florida's strategic vision for WIOA implementation will be realized by:

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

These objectives will be accomplished locally by developing mutually beneficial strategies that connect individuals to jobs, basic educational or occupational skills learning opportunities, post-secondary certificates or degree options, and basic career counseling to help with understanding the job market and enter a career. The Parties will also collaborate to ensure that the needs of workers, 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 delivery system (34CFR §463.500(4)(6), WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(iv)).

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by using TTYITTD equipment via the Florida Relay Service at 711. If you need accommodations, call 1-800-757-4598. CareerSource Florida Member.

NOW, THEREFORE, the following is a framework for the cooperation between the Parties:

#### 2. ROLES AND RESPONSIBILITES:

Each agency agrees to promote the provision of its authorized core services, as defined by WIOA through the one-stop delivery system, and the expectations set forth by the Department of Education and Department of Economic Opportunity.

- A. CareerSource Central Florida provides workforce services in Lake, Orange, Osceola, Seminole, and Sumter counties and will work with the region's adult education partners to promote regional collaboration and coordination to improve learning outcomes. In Orange County, <u>CSCF will work with OCPS by</u>:
  - 1) Providing information about employment and training services and resources available to adult education learners and graduates though orientation and individual meetings.
  - 2) Providing information and training to OCPS adult education staff and adult learners on the state's job bank system to assist in increasing student access to job leads and labor market information.
  - 3) Facilitating and supporting meetings and events, such as recruitment events, education days, career fairs, etc. and share information that will assist in connecting adult learners to employment, credentialing, and training opportunities.
  - 4) Assist OCPS in bridging the gap between high school diploma attainment and post-graduate planning to increase the number of learners who continue to engage in careers.
  - 5) Scheduling a CSCF career consultant, based on need and availability, to hold office hours virtually or adult education campuses. CSCF and OCPS staff will conduct joint sessions for co-enrolled students to share information on how the Parties will coordinate services on their behalf.
  - 6) Collaborate with OCPS staff to coordinate options for internship or on-the-job opportunities, based on funding availability and Board strategic priorities, for eligible students who finish a program of study but may lack work experience and could benefit from hands-on job training.
- B. OCPS, through its Adult Education and Family Literacy, and Career and Technical Education programming, provides adult education, workforce training, family literacy, integrated English literacy and civics education, and integrated education and training to Orange County residents. OCPS will:
  - 1) Providing a regular, onsite liaison to conduct instruction and/or orientations at CSCF Career Centers regarding adult education and career education options. The liaisons will also educate CSCF staff on services available.
  - 2) Providing certified instructors for GED instruction and staff for registering and testing shared students.

- 3) Providing instructional materials and supplies for contextualized learning strategies and career planning at mutually supported location(s).
- 4) Developing and utilizing a referral method for current and newly enrolled students needing CSCF wrap-around support, employment services, and/or occupational skills training.
- 5) Encouraging current students to register in the state's job bank with a professional resume for consideration of employment opportunities.
- C. Both CSCF and OCPS will coordinate efforts to meet participant educational, training, and job placement needs by:
  - 1) Displaying each organization's logo on its websites.
  - 2) Coordinating WIOA, Pell Grant, and other federal resources to support a student's training aspirations that align with the county or region's high growth industries or in-demand occupations.
  - 3) Hosting events which highlight employment opportunities in high growth industry sectors to current and graduating students.
  - 4) Developing a data sharing approach to capture shared participant program milestones, credentials, and employment or continued education information.
  - 5) Meeting quarterly to discuss strategies, performance, regional workforce coordination strategies and potential new initiatives. CSCF and OCPS will collaborate to support successful completion by participants, which could include:
    - Career preparations programs
    - Tutoring and remediation support
    - Access to financial literacy workshop
    - Sharing information and perspectives from industry that can support this work.

#### 3. DATA ACCESS AND SHARING:

A. Rights in Data. OCPS is, and will remain, the owner of all data provided to CSCF by OCPS pursuant to this agreement. CSCF will not use such data for any purpose other than providing services and support to customer under this agreement, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the services) or commercially exploited by or on behalf of CSCF. CareerSource will not possess or assert any lien or other right against such data. OCPS agrees not to provide or otherwise make the Software (including the software used to provide the services described herein, related documentation and training videos, website, and the screen images created by such software), or any portion of thereof, available in any form to any person, except in strict conformity with the terms and conditions of this Agreement. CSCF and OCPS will facilitate ways to exchange

shared student information from data systems within the applicable federal and state privacy laws and regulations governing all programs. All state and federal confidentiality regulations regarding the creation, maintenance and/or use of records shall be in effect. Student records and information may be shared among CSCF and OCPS subject to these confidentiality requirements.

Student Information shall be shared solely for the purpose of eligibility, enrollment, referral, provision of services, and documentation of milestones such as employment, credentials, or program completion. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party, and applicable law including Florida law requirements relating to Public Records, Ch. 119, F.S.

- B. Data Confidentiality. CSCF and OCPS will implement appropriate measures to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected information, and to prevent any other action that could result in substantial harm to OCPS or an individual identified with the Protected Information in CSCF's custody.
- C. Compliance with Laws and School Board Procedures. CSCF will not knowingly permit any of CSCF's personnel to have access to any OCPS facility or to any OCPS records or data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony.

CSCF also agrees to comply with all applicable state and federal laws, regulations, and partner policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, the Family Educational Records Protection Act (FERPA), Health Information Privacy and Accountability Act (HIPM), Children's Internet Protection Act (CIPA) and the Gramm-Leach Bliley Act (GLBA).

- D. Data Security. CSCF agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) on a reasonably timely basis.
- E. Data Transmission. CSCF agrees that all transmission or exchange of system application data shall take place via secure means using current industry approved encryption standards.
- F. Data Storage and Backup. CSCF agrees that all OCPS data will be stored, processed, and maintained solely on designated servers. At no time will any OCPS data be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CSCF's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of service shall be contained within the states, districts, and

territories of the United States unless specifically agreed to in writing by the OCPS Chief Information Security Officer, or designee. CSCF agrees to store all backup data stored as part of its backup and recovery processes in encrypted form.

- G. Data Re-Use. CSCF agrees that all OCPS data shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of CSCF. As required by Federal law, CSCF further agrees that no OCPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other CSCF or interested parties except on a case-by-case basis as specifically agreed to in writing by OCPS.
- H. End of Agreement Data Handling. Except as required by FDOE/DOL record keeping requirements, to the extend allowed by law, CSCF agrees that upon termination of this Agreement, or future agreement between the parties for similar services, it shall return to OCPS all data provided in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance with DoD5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of OCPS's request, whichever shall come first.
- I. Data Breach. CSCF agrees to comply with the State of Florida Database Breach Notification Act set forth in Florida Statutes §501.171. In the event of a breach described in Florida Statutes §501.171 ("Notification Event"), CSCF will notify OCPS immediately and will comply with the requirements of Florida Statutes §501.171, including assuming the responsibility for informing, to the extent required by applicable law, all such individuals in accordance with applicable law. CSCF agrees to indemnify, hold harmless and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- J. Mandatory Disclosure of Protected Information. If CSCF becomes compelled by law or regulation (including securities laws) to disclose any personally identifiable information ("PII") relating to OCPS students, CSCF will provide OCPS with prompt written notice so that OCPS may seek an appropriate protective order or other remedy. If a remedy acceptable to OCPS is not obtained by the date that CSCF must comply with the production request, CSCF will furnish only that portion of the PII that it is legally required to furnish. CSCF shall require any recipient of the PII to exercise commercially reasonable efforts to keep the PII confidential
- K. Remedies for Disclosure of Confidential Information. The Parties acknowledge that unauthorized disclosure or use of PII or other confidential education records may irreparably damage OCPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any PII shall give OCPS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). CSCF hereby waives the posting of a bond with respect to any action for injunctive relief.

#### 4. GOVERNING LAW AND LANGUAGE: JURISDICTION:

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. All legal action necessary arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida.

#### 5. INDEPENDENT CONTRACTOR RELATIONSHIP:

The Parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant, or principal/agent is intended by this MOU. Neither Party shall have the right to bind or obligate the other.

#### 6. DURATION, MODIFICATION AND TERMINATION OF THE MOU:

It is mutually understood that this MOU shall not become effective until signed. This MOU shall be in effect from **July 1, 2023 through June 30, 2026** to align with the requirements outlined by the Department of Education Adult Education and Family Literacy grant. Renewal is at the discretion of one or both parties and shall be exercised within thirty (30) days prior to the expiration of the agreement. The MOU may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate the MOU, in writing, without cause, with a thirty (30) calendar day notification.

#### 7. COST SHARING COMPLIANCE:

CSCF is required by WIOA to identify a minimum of one certified One-Stop Center that serves as an American Jobs Center and coordinates services with identified WIOA required partners. CSCF has identified its certified One-Stop Center as the West Orange County Career Center, and as such OCPS is a mandatory partner providing services virtually and/or directly at the career center.

OCPS agrees to satisfy the requirements of 34CFR §463.500(2)(i), 34CFR §463.755, 34CFR

§463.720, 34CFR §361.505, 34CFR §361.720 WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(ii))

as applicable. An Infrastructure Agreement has been established by and between all partners, which includes OCPS and its proportionate share of local infrastructure costs to be considered in-kind and based on proportionate use of the region's dedicated one-stop center as the partner in Orange County. Please see Attachments A and B for in-kind contribution total and Infrastructure Cost Methodology.

#### 8. ADDITIONAL TERMS:

- A. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of OCPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes.
- **B. No Restrictions.** The Parties understand and agree that neither Party is restricted from working or cooperating with other organizations, entities or individuals for a similar purpose or activity.

- C. No Obligation/Commitment. Neither Party is obligated to complete or undertake any or all of the activities described in Sections 1 and 2 of this MOU.
- D. No Third-Party Beneficiaries. Unless otherwise expressly provided, no provisions of this MOU are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this MOU.
- E. Expenses. Each Party shall bear its own expenses in connection with their cooperation in accordance with this MOU, and any actions taken by either Party in reliance on this MOU shall be at such Party's sole risk and expense. Notwithstanding the foregoing, should either Party incur any expenses, including but not limited to travel expenses, printing or other similar expenses on behalf of, at the direction of, or upon the request of the other Party, the other Party agrees to promptly reimburse such expenses.

#### 9. NOTICE:

All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

The School Board of Orange County, Florida Attention: Rosa Grant 445 West Amelia Street Orlando, Florida 32801 CareerSource Central Florida Attention: Tadar Muhammad 390 N. Orange Avenue, Suite 700 Orlando, Florida 32801

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by persons duly authorized as of the date and year first above written.

#### CAREERSOURCE CENTRAL FLORIDA

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

Pamela Nabors President & Chief Executive Officer Date National Augustic State of the State of t	TERESA JACOBS, Chair		
11/01/2023	10/24/250		
ATTEST:  Tadar Muhammad  Notes Assunsign®  ASTRONOMO 10 24 UTC - 67,4 58,244  Tadar Muhammad  435726643464567465346065011dc-16c	ATTEST: 2. Vazzes		
Tadar Muhammad	MARIA F. VAZQUEZ, Ed.D., Superintendent		
Chief Operating Officer	1		
Date: 11/3/2023	Date: 10/23/2023		
An equal opportunity employer/program. Auxiliary aids and services are available upon reques PDFBWGdaBSvittOiistormesand vdeg sittyhotye nymber Office			

Print Name:

## CAREERSOURCE COMPREHENSIVE CF **ONE-STOP OPERATING BUDGET** - ${f ATTACHMENT}$ ${f A}$

#### PY20 (July 1, 2023 through June 30, 2026) As of 6/14/2023

## Infrastructure Cost Budget PY2023-2024

scription Estimated IFA Budget		l IFA Budget	
Infrastructure Costs			
Office Rent/ Lease	\$	320,657	
Utilities	\$	20,379	
Repairs & Maintenance	\$ \$ \$ \$	18	
Janitorial Services	\$	49,267	
Copy Machine Usage/Maintenance	\$ \$	9,676	
IT Network (software, licenses)		21,541	
Indirect Program (IT, telephones, supplies, etc.)	\$	23,951	_
Total Infrastructure Cost	\$	445,471	
Additional Costs:			
Career Services (Resource Room)	\$	238,493	4 FTE's
Security	\$	47,459	
One Stop Operator	\$	85,000	
Total Shared Cost	\$	132,459	
Total Costs:	\$	816,423	_

#### PARTNER ON-SITE REPRESENTATION SCHEDULE -ATTACHMENT B PY20 (July 1, 2023 through June 30, 2026) As of 6-14/2023

Required Program Partners	Governance	Local Grantee	# of Staff	Total weekl y Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contributio n
Adult, Dislocated Workers, Youth	DOL	CSP	10	400	10	30.37%	\$221,768
Formula Grants		1000		(40) (10)			
Youthbuild	DOL	CSP	1	40	1	3.04%	\$22,177
Wagner Peyser		CSP	6	240	6	18.22%	\$133,061
Senior Community Employment Service Program	DOL	AARP	1	10	0.25	0.76%	\$5,544
TAA Program Trade Adjustment Act	DOL		1	40	1	3.04%	\$22,177
RESEA	DOL	CSP	1	40	1	3.04%	\$22,177
Veteran Program DVOP	DOL	CSP	3	120	3	9.11%	\$66,530
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.05	0.15%	\$1,109
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.61%	\$4,435
Division of Blind Services	DOE	Florida Division of Blind Services	1	8	0.2	0.61%	\$4,435
<b>Welfare Transition</b>	HHS/TANF	CSP	8	320	8	24.30%	\$177,414
SNAP Employment & Training	HHS	CSP	2	80	2	6.07%	\$44,354
CSBG (Orange County )	HHS		1	4	0.1	0.30%	\$2,218
Urban League	DOL		1	5	0.125	0.38%	\$2,772
Total			38	1,317	32.92 5	100%	\$730,170

ESTIMATED INFRASTRUCTURE COST

\$22,177 ESTIMATED COST PER FTE

Cost for .2 FTE

\$4,435 ESTIMATED COST DIRECT LINKAGE

#### PY24-26 MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT FOR CAREERSOURCE CF COMPREHENSIVE ONE-STOP CAREER CENTER

## BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA AND PINELLAS COUNTY URBAN LEAGUE

#### I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Pinellas County Urban League** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

Name: Lisa Kirkland Title: Program Manager Telephone: 727-327-2081

Email:

Address: 333 31st Street North, St. Petersburg, Florida 33713

#### II. TERM

This Agreement shall commence on July 1, 2023 and remain in effect through June 30, 2026, regardless of the date of signature. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

#### 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 Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system. In addition, this Agreement will establish joint processes and procedures that enable the Partner to integrate with the current CareerSource CF 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 LWA 12.

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

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

- A. CareerSource CF will perform the following functions:
  - 1. Review this Agreement 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 CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF 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. Coordinate with the Partner to ensure 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 CareerSource CF System.
  - 4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF 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. Provide an area for the Partner's meetings and/or co-location as space permits.
  - 6. Model CareerSource CF core values and maintain a professional working environment.
  - 7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- **B.** The Partner will perform the following functions:
  - 1. Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published

- policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.
- 2. Coordinate with CareerSource CF to ensure 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 CareerSource CF System.
- 3. Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF 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 CareerSource CF System.
- **5.** Provide CareerSource CF with monthly outcome numbers for performance data tracking.
- **6.** Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
- 7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

#### V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

- 1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners programs represented in the local CareerSource CF network;
- 2. Develop materials summarizing their program requirements and making them available for Partners and customers;
- 3. Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
- **4.** Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- **5.** Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
- **6.** Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- 7. Commit to robust and ongoing communication required for an effective referral process; and
- **8.** Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

#### VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, 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. DATA SHARING

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

- 1. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- 2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- **3.** All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- **4.** Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
- **5.** Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- **6.** All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

#### VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center 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 goal of the operating budget is to develop a funding mechanism that:

- 1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- 2. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information;
- **4.** Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
- 5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

## IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A - One-Stop (CareerSource CF) Operating Budget.** 

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff colocated in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B - Partners' On-site Representation Schedule** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct -linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners 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 CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

#### X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

- **1.** Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
- 2. Joint planning, policy development, and system design processes;
- 3. Commitment to the joint goals, strategies, and performance measures;
- 4. The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources including other public agency and non-profit organization services;
- **6.** Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- **7.** Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

#### XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B - Partners On-site Representation Schedule**. These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

#### XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 17-16 | U.S. Department of Labor (dol.gov).

#### A. Types

Funding for infrastructure costs and additional costs may be in the form of:

- 1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - **a.** Cash Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - **b.** Non-Cash Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
- 2. Funding from philanthropic organizations or other private entities; or
- 3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

#### B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

#### XIII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### XIV. AMENDMENTS AND MODIFICATIONS

Neither this Agreement 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 sent via certified U. S. Mail.

#### XV. MERGER

This Agreement 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.

#### XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

#### XVII. GOVERNANCE & DISPUTE RESOLUTION

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

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 CF and Director of the Partner organization, or impose other remedies to resolve the issue.

#### XVIII. MONITORING

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

- 1. Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
- 2. Those laws, regulations, and policies are properly enforced;
- 3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- 4. Outcomes are assessed and analyzed to ensure performance goals are met;
- 5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- 6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination

and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

#### XX. INSURANCE AND INDEMNIFICATION

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non- State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

#### XXI. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

#### XXII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statue. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### XXIII. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

#### XXIV. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### XXV. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### XXVI. SIGNATURES

IN WITNESS WHEREOF, the Partner and CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

CAREERSOURCE CENTRAL FLORIDA  [5]decroically Signed	PINELLAS COUNTY URBAN LEAGUE
Tadar Muhammad, Chief Operating Officer	Lisa Kirkland, Program Manager
<b>Date</b> : 09/26/2023	Date: 07-01-2023
	ATTEST:
	Name: Title: Date:

# CAREERSOURCE COMPREHENSIVE CF **ONE-STOP OPERATING BUDGET** - ATTACHMENT A

PY20 (July 1, 2023 through June 30, 2026) As of 6/14/2023

Infrastructure Cost Budget			
PY2023-2024			
Description	Estimat		
Infrastructure Costs			
Office Rent/ Lease	\$	320,657	
Utilities	\$	20,379	
Repairs & Maintenance	\$	-	
Janitorial Services	\$	49,267	
Copy Machine Usage/Maintenance	\$	9,676	
IT Network (software, licenses)	\$	21,541	
Indirect Program (IT, telephones, supplies, etc.)	\$	23,951	
Total Infrastructure Cost	\$	445,471	
Additional Costs:			
Career Services (Resource Room)	\$	238,493	4 FTE's
Security	\$	47,459	
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Total Shared Cost	\$	132,459	
Total Costs:	\$	816,423	

### PARTNER ON-SITE REPRESENTATION SCHEDULE -ATTACHMENT B PY20 (July 1, 2023 through June 30, 2026) As of 6-14/2023

#### 40 Hours Per Week

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							Contributio n
Adult, Dislocated Workers, Youth	DOL	CSP	10	400	10	30.37%	\$221,768
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ESTIMATED INFRASTRUCTURE COST

\$22,177

**Cost for** .2 FTE

\$4,435 ESTIMATED COST DIRECT LINKAGE

**ESTIMATED COST** 

PER FTE

#### PY24-26 MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT FOR CAREERSOURCE CF COMPREHENSIVE ONE-STOP CAREER CENTER

# BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA AND AARP Foundation

#### I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act") and is entered into by **AARP Foundation** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

Name: Valerie Hudgins

Title: Project Director, AARP
Telephone: Foundation SCSEP
Email: 407-852-1608

Address: vhudgins@aarp.org

1707 Orlando Central Parkway, Orlando, Florida 32809

#### II. TERM

This Agreement shall commence on July 1, 2023, and remain in effect through June 30, 2026, regardless of the date of signature. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

#### 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 Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system. In addition, this Agreement will establish joint processes and procedures that enable the Partner to integrate with the current CareerSource CF 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 LWA 12.

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

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

- A. CareerSource CF will perform the following functions:
  - 1. Review this Agreement 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 CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF 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. Coordinate with the Partner to ensure 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 CareerSource CF System.
  - 4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF 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. Provide an area for the Partner's meetings and/or co-location as space permits.
  - 6. Model CareerSource CF core values and maintain a professional working environment.
  - 7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- **B.** The Partner will perform the following functions:
  - 1. Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published

- policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.
- Coordinate with CareerSource CF to ensure 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 CareerSource CF System.
- Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF 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 CareerSource CF System.
- 5. Provide CareerSource CF with monthly outcome numbers for performance data tracking.
- 6. Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
- 7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

#### V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

- 1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners programs represented in the local CareerSource CF network;
- 2. Develop materials summarizing their program requirements and making them available for Partners and customers;
- 3. Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
- 4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- 5. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
- 6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- 7. Commit to robust and ongoing communication required for an effective referral process: and
- 8. Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

#### VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, 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. DATA SHARING

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws
- 2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- 4. Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
- 5. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 6. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

#### VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center 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 goal of the operating budget is to develop a funding mechanism that:

- 1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- 2. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- 3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information;
- 4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
- 5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

### IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A - One-Stop (CareerSource CF) Operating Budget.** 

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff co-located in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B - Partners' On-site Representation Schedule** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct -linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners 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 CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

#### X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

- 1. Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
- 2. Joint planning, policy development, and system design processes;
- 3. Commitment to the joint goals, strategies, and performance measures;
- 4. The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources including other public agency and non-profit organization services;
- 6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- 7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

#### XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B - Partners On-site Representation Schedule.** These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

#### XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 17-16 | U.S. Department of Labor (dol.gov).

#### A. Types

Funding for infrastructure costs and additional costs may be in the form of:

- 1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - a. Cash Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - b. Non-Cash Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
- 2. Funding from philanthropic organizations or other private entities; or
- 3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

#### B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

#### XIII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### XIV. AMENDMENTS AND MODIFICATIONS

Neither this Agreement 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 sent via certified U. S. Mail.

#### XV. MERGER

This Agreement 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.

#### XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

#### XVII. GOVERNANCE & DISPUTE RESOLUTION

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

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 CF and Director of the Partner organization, or impose other remedies to resolve the issue.

#### **XVIII. MONITORING**

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

- 1. Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
- 2. Those laws, regulations, and policies are properly enforced;
- 3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness:
- 4. Outcomes are assessed and analyzed to ensure performance goals are met;
- 5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- 6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 ofthe WIOA Nondiscrimination

and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

#### XX. INSURANCE AND INDEMNIFICATION

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non- State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

#### XXI. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

#### XXII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statue. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### XXIII. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

#### XXIV. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### XXV. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### XXVI. SIGNATURES

IN WITNESS WHEREOF, the Partner and CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

**CAREERSOURCE CENTRAL FLORIDA** 

Pamela Nabors, President/CEO

Date: 08/18/2023

**AARP FOUNDATION** 

—pocusigned by: Demetri Antrowlatos

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Demetri Antzoulatos, VP, Finance, Grants, Operations

Date: 8/17/2023

# CAREERSOURCE COMPREHENSIVE CF **ONE-STOP OPERATING BUDGET - ATTACHMENT A**

#### PY20 (July 1, 2023 through June 30, 2026) As of 6/14/2023

Infrastructure Cost Budget			
PY2023-2024			
Description	Estimate		
Infrastructure Costs		<u> </u>	
Office Rent/ Lease	\$	320,657	
Utilities	\$	20,379	
Repairs & Maintenance	\$	-	
Janitorial Services	\$	49,267	
Copy Machine Usage/Maintenance	\$	9,676	
IT Network (software, licenses)	\$	21,541	
Indirect Program (IT, telephones, supplies, etc.)	\$	23,951	
Total Infrastructure Cost	\$	445,471	
Additional Costs:			
Career Services (Resource Room)	\$	238,493	4 FTE's
Security	\$	47,459	
One Stop Operator	\$	85,000	
Total Shared Cost	\$	132,459	
Total Costs:	\$	816,423	

### PARTNER ON-SITE REPRESENTATION SCHEDULE -ATTACHMENT B PY20 (July 1, 2023 through June 30, 2026) As of 6-14/2023

Required Program Partners	Governance	Local Grantee	# of Staff	Total weekl y Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contributio n
Adult, Dislocated Workers, Youth	DOL	CSP	10	400	10	30.37%	\$221,768
Formula Grants							
Youthbuild	DOL	CSP	1	40	1	3.04%	\$22,177
Wagner Peyser		CSP	6	240	6	18.22%	\$133,061
Senior Community Employment Service Program	DOL	AARP Foundation	1	10	0.25	0.76%	\$5,544
TAA Program Trade Adjustment Act	DOL		1	40	1	3.04%	\$22,177
RESEA	DOL	CSP	1	40	1	3.04%	\$22,177
Veteran Program DVOP	DOL	CSP	3	120	3	9.11%	\$66,530
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.05	0.15%	\$1,109
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.61%	\$4,435
Division of Blind Services	DOE	Florida Division of Blind Services	1	8	0.2	0.61%	\$4,435
Welfare Transition	HHS/TANF	CSP	8	320	8	24.30%	\$177,414
SNAP Employment & Training	ннѕ	CSP	2	80	2	6.07%	\$44,354
CSBG (Orange County )	ннѕ		1	4	0.1	0.30%	\$2,218
Urban League	DOL		1	5	0.125	0.38%	\$2,772
Total			38	1,317	32.92 5	100%	\$730,170

ESTIMATED **INFRASTRUCTURE COST** 

ESTIMATED COST PER FTE \$22,177

**Cost for** .2 FTE

\$4,435 ESTIMATED COST DIRECT LINKAGE

BCC Mtg. Date: November 14, 2023

PY24-26 MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT FOR CAREERSOURCE OF COMPREHENSIVE ONE-STOP CAREER CENTER

BY AND BETWEEN CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD d/b/a CAREERSOURCE CENTRAL FLORIDA AND ORANGE COUNTY, FLORIDA

#### I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Orange County, Florida** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

Name: T

**Trellany White** 

Title:

**Family Services Administrator** 

Telephone:

407-836-9342

Email:

Trellany.White@ocfl.net

Address:

2100 E. Michigan Street, Orlando, Florida 32806

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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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- A. CareerSource CF will perform the following functions:
  - 1. Review this Agreement 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 CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF 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.
  - Coordinate with the Partner to ensure 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 CareerSource CF System.
  - 4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF 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. Provide an area for the Partner's meetings and/or co-location as space permits.
  - Model CareerSource CF core values and maintain a professional working environment.
  - 7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules
- B. The Partner will perform the following functions:
  - 1. Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published

- policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.
- Coordinate with CareerSource CF to ensure 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 CareerSource CF System.
- 3. Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF 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 CareerSource CF System.
- Provide CareerSource CF with monthly outcome numbers for performance data tracking.
- 6. Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
- 7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

#### V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

- 1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners programs represented in the local CareerSource CF network;
- 2. Develop materials summarizing their program requirements and making them available for Partners and customers;
- Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
- 4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- 5. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
- 6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- 7. Commit to robust and ongoing communication required for an effective referral process; and
- 8. Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

#### VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, 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. The foregoing notwithstanding, the parties understand and affirm that the Partner must abide by Florida's broad Public Records Laws and therefore cannot make information that is not confidential or exempt under Chapter 119, Florida Statutes, or as otherwise determined by federal or state law, confidential by agreement.

#### VII. DATA SHARING

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

- The collection, use, and disclosure of customer education records, and the PII
  contained therein, as defined under FERPA, shall comply with FERPA and applicable State
  privacy laws.
- 2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- 4. Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
- 5. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 6. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

#### VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center 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 goal of the operating budget is to develop a funding mechanism that:

- 1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information;
- **4.** Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
- 5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

### IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A - One-Stop (CareerSource CF) Operating Budget.** 

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff colocated in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B - Partners' On-site Representation Schedule** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct -linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners 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 CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

#### X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

- 1. Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
- 2. Joint planning, policy development, and system design processes:
- 3. Commitment to the joint goals, strategies, and performance measures;
- 4. The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources including other public agency and non-profit organization services;
- **6.** Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- 7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

#### XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B - Partners On-site Representation Schedule.** These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

#### XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16. Infrastructure Funding of the One-Stop Delivery System can be found at: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 17-16 | U.S. Department of Labor (dol.gov).

#### A. Types

Funding for infrastructure costs and additional costs may be in the form of:

- 1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - a. Cash Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - b. Non-Cash Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
- 2. Funding from philanthropic organizations or other private entities; or
- 3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

#### B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

#### XIII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### XIV. AMENDMENTS AND MODIFICATIONS

Neither this Agreement 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 sent via certified U. S. Mail.

#### XV. MERGER

This Agreement 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.

#### XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

#### XVII. GOVERNANCE & DISPUTE RESOLUTION

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

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 CF and Director of the Partner organization, or impose other remedies to resolve the issue.

#### XVIII. MONITORING

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

- Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
- 2. Those laws, regulations, and policies are properly enforced;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- 4. Outcomes are assessed and analyzed to ensure performance goals are met;
- 5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- 6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification;
- (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 ofthe WIOA Nondiscrimination

and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38

#### XX. INSURANCE AND INDEMNIFICATION

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non- State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

#### XXI. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

#### XXII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statue. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### XXIII. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

#### XXIV. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### XXV. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### XXVI. SIGNATURES

IN WITNESS WHEREOF, the Partner and CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

**CAREERSOURCE CENTRAL FLORIDA** 

Tadar Muhammad

Tadar Muhammad

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Will did Aust his oct 2000/2008

Tadar Muhammad, Chief Operating Officer

Date: 09/26/2023

**ORANGE COUNTY, FLORIDA** 

fa Jerry L. Demings, Mayor

Date: November 14, 2023

ATTEST:

Deputy Clerk

Fol Name: Phil Diamond

Title: CPA, County Comptroller

As Clerk of the Board of the County Commissioners

Date: November 14, 2023

# CAREERSOURCE COMPREHENSIVE CF **ONE-STOP OPERATING BUDGET** - ${f ATTACHMENT}$ ${f A}$

#### PY20 (July 1, 2023 through June 30, 2026) As of 6/14/2023

# Infrastructure Cost Budget PY2023-2024

Description	Estimated IFA Budget				
Infrastructure Costs					
Office Rent/ Lease	\$	320,657			
Utilities	\$	20,379			
Repairs & Maintenance	\$ \$ \$ \$				
Janitorial Services	\$	49,267			
Copy Machine Usage/Maintenance	\$ \$	9,676			
IT Network (software, licenses)		21,541			
Indirect Program (IT, telephones, supplies, etc.)	\$	23,951			
Total Infrastructure Cost	\$	445,471			
Additional Costs:					
Career Services (Resource Room)	\$	238,493 4	FTE's		
Security	\$	47,459			
One Stop Operator	\$	85,000			
Total Shared Cost	\$	132,459			
Total Costs:	\$	816,423			

#### PARTNER ON-SITE REPRESENTATION SCHEDULE -ATTACHMENT B PY20 (July 1, 2023 through June 30, 2026) As of 6-14/2023

Required Program Partners	Governance	Local Grantee	# of Staff	Total weekl y Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contributio n
Adult, Dislocated Workers, Youth	DOL	CSP	10	400	10	30.37%	\$221,768
Formula Grants				(40) (10)			
Youthbuild	DOL	CSP	1	40	1	3.04%	\$22,177
Wagner Peyser		CSP	6	240	6	18.22%	\$133,061
Senior Community Employment Service Program	DOL	AARP	1	10	0.25	0.76%	\$5,544
TAA Program Trade Adjustment Act	DOL		1	40	1	3.04%	\$22,177
RESEA	DOL	CSP	1	40	1	3.04%	\$22,177
Veteran Program DVOP	DOL	CSP	3	120	3	9.11%	\$66,530
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.05	0.15%	\$1,109
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.61%	\$4,435
Division of Blind Services	DOE	Florida Division of Blind Services	1	8	0.2	0.61%	\$4,435
<b>Welfare Transition</b>	HHS/TANF	CSP	8	320	8	24.30%	\$177,414
SNAP Employment & Training	HHS	CSP	2	80	2	6.07%	\$44,354
CSBG (Orange County )	HHS		1	4	0.1	0.30%	\$2,218
Urban League	DOL		1	5	0.125	0.38%	\$2,772
Total			38	1,317	32.92 5	100%	\$730,170

ESTIMATED INFRASTRUCTURE COST

\$22,177 ESTIMATED COST PER FTE

Cost for .2 FTE

\$4,435 ESTIMATED COST DIRECT LINKAGE

#### PY24-26 MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT FOR CAREERSOURCE CF COMPREHENSIVE ONE-STOP CAREER CENTER

BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
AND
DIVISION OF
VOCATIONAL
REHABILITATION

#### I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Division of Vocational Rehabilitation** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

Name:

Wayne Olson

Title: Telephone: Area Director 407-893-5657

Email:

Wayne.Olson@vr.fldoe.org

Address:

3191 Maguire Blvd, Suite 250, Orlando, FL 32803

#### II. TERM

This Agreement shall commence on date of execution and remain in effect through June 30, 2026, regardless of the date of signature. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

#### 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 Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system. In addition, this Agreement will establish joint processes and procedures that enable the Partner to integrate with the current CareerSource CF 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 LWA 12.

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

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

- A. CareerSource CF will perform the following functions:
  - 1. Review this Agreement 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 CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF 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.
  - Coordinate with the Partner to ensure 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 CareerSource CF System.
  - 4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF 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. Provide an area for the Partner's meetings and/or co-location as space permits.
  - Model CareerSource CF core values and maintain a professional working environment.
  - 7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- B. The Partner will perform the following functions:
  - Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published

- policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.
- Coordinate with CareerSource CF to ensure 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 CareerSource CF System.
- 3. Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF 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 CareerSource CF System.
- 5. Provide CareerSource CF with monthly outcome numbers for performance data tracking.
- 6. Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
- 7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

#### V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

- 1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners programs represented in the local CareerSource CF network;
- 2. Develop materials summarizing their program requirements and making them available for Partners and customers:
- Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
- 4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- 5. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
- 6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- 7. Commit to robust and ongoing communication required for an effective referral process; and
- 8. Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

#### VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, 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. DATA SHARING

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

- The collection, use, and disclosure of customer education records, and the PII
  contained therein, as defined under FERPA, shall comply with FERPA and applicable State
  privacy laws.
- 2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 6. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

#### VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center 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 goal of the operating budget is to develop a funding mechanism that:

- 1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information:
- Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
- 5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

### IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A - One-Stop** (CareerSource CF) Operating Budget.

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff colocated in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B - Partners' On-site Representation Schedule** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on the proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front desk and other physically co-located staff can assist in providing information and referrals to the direct -linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners 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 CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

#### X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
- 2. Joint planning, policy development, and system design processes;
- 3. Commitment to the joint goals, strategies, and performance measures;
- 4. The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources including other public agency and non-profit organization services;
- **6.** Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- 7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

#### XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B - Partners On-site Representation Schedule.** These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

#### XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 17-16 I U.S. Department of Labor (dol.gov)

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#### A. Types

Funding for infrastructure costs and additional costs may be in the form of:

- 1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - Cash Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - Non-Cash Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
- 2. Funding from philanthropic organizations or other private entities; or
- Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

#### B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

#### XIII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

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200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### XIV. AMENDMENTS AND MODIFICATIONS

Neither this Agreement 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 sent via certified U.S. Mail.

#### XV. MERGER

This Agreement 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.

#### XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

#### XVII. GOVERNANCE & DISPUTE RESOLUTION

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Commerce 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 CF and Director of the Partner organization, or impose other remedies to resolve the issue.

#### XVIII. MONITORING

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

- Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
- 2. Those laws, regulations, and policies are properly enforced;
- 3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- 4. Outcomes are assessed and analyzed to ensure performance goals are met;
- 5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- 6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- political or religious opinion or affiliation, marital status, sex, race, color, creed, or national origin;
- (ii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination

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and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 1210-1 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

#### XX. INSURANCE AND INDEMNIFICATION

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

#### XX.I. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

#### XX.II. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statue. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### XX.III. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

#### XX.IV. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### XXV. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### XXVI. SIGNATURES

IN WITNESS WHEREOF, the Partner and CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

CAREERSOURCE CENTRAL FLORIDA	DIVISION OF VOCATIONAL REHAB
Tadar Muhammad  Tadar Muhammad  Note: Assura Squite	apply -
Tadar Muhammad, Chief Operating Officer	Victoria Gaitanis, Interim Director
Date:	Date: 7/23/2029
	DEPARTMENT OF EDUCATION
	Manny Diaz, Jr. Commissioner of Education
	Date:

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All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

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IN WITNESS WHEREOF, the Partner and CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

CAREERSOURCE CENTRAL FLORIDA	DIVISION OF VOCATIONAL REHAB
	Victoria Gaitanis
Pamela Nabors, President/CEO	Victoria Gaitanis, Interim Director
Date:	Date: 6/25/2024

**DEPARTMENT OF EDUCATION** 

Manny Diaz, Jr. Commissioner of Education

Date: 6-26-211

#### ONE-STOP OPERATING BUDGET -

#### **ATTACHMENT A**

#### PY20 (July 1, 2023 through June 30, 2026) As of 6/14/2023

## Infrastructure Cost Budget PY2023-2024

Description	Estimated	d IFA Budget	
Infrastructure Costs		-	-
Office Rent/ Lease	\$	320,657	
Utilities	\$	20,379	
Repairs & Maintenance	\$		
Janitorial Services	\$	49,267	
Copy Machine Usage/Maintenance	\$	9,676	
IT Network (software, licenses)	\$	21,541	
Indirect Program (IT, telephones, supplies, etc.)	\$	23,951	
Total Infrastructure Cost	\$	445,471	
Additional Costs:			
Career Services (Resource Room)	\$	238,493	4 FTE's
Security	\$	47,459	
One Stop Operator	\$	85,000	
Total Shared Cost	\$	132,459	
Total Costo	•	917 400	<del></del>
Total Costs:	\$	816,423	-

#### PARTNER ON-SITE REPRESENTATION SCHEDULE

#### ATTACHMENT B

PY20 (July 1, 2023 through June 30, 2026) As of 6-14/2023

Partners	vernance Grantee	#of Staff	week! y Staff Hours	Total # <b>m</b> of FTE	% of Total FTFs	Partner Contribution	
Adult, Dislocated Worke s, Youth Formu a Grants a	CSP	10	400	10	30.37%	\$221,768	
Youth build	CSP		4t!'	1	3.04%	\$22,177	
Wagner Peyser	CSP	6	240	6	18.22%	\$133,051	
Senior Communit Employment Service Program	AARP	1	10	0.25	0.76%	\$5,514	
TAA Program Trade Adjustment Act		1	40	1	3.04%	\$22,177	
RESEA	CSP	1	40	1	3.04%	\$22,177	
Veteran Program  DVOP	CSP	3	120	3	9.11%	\$66,530	
Adult Education  GFD Career Tech  Oran  9)	PCSB	1-		0.05	0.15%	\$1,109	
Reha <mark>ditation</mark>	VR	1	8	0.2	0.61%	\$4,435	
Division or Billing	Florida Division of Blind Services	1	8	0.2	0.61%	\$4,435	
Welfare Transition	CSP	8	a:m	a	24.30%	\$177,414	
SNAP Employment & Training	CSP	2	80	2	6.07%	\$44,354	
CSRG (Orange Count <mark>=</mark> 7)		J:		0.1	0.30%	\$2,218	
Urban <mark>league "</mark>		1		0.125	0.38%	\$2,772	
Total		38	1,317	32.92 5	100%	S730,170 ESTIMATED INFRASTRUCTUR	RECOST

ESTIMATED COST

**\$22,177** PER FTE

Cost for .2 FTE

ESTIMATED COST \$4,435 DIRECT UNKAGE14

#### PY24-26 MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT FOR CAREERSOURCE CF COMPREHENSIVE ONE-STOP CAREER CENTER

# BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA AND Florida Division of Blind Services SA-150

#### I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by (Division of Blind Services) (hereafter referred to as the "Partner") and CareerSource Central Florida (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

Name: Ed James

Title: District Administrator, Division of Blind Services

Telephone: 407-245-0700 Email: ed.james@dbs.fldoe.org

Address: 400 W Robinson St. Suite S1026

Orlando, FL 32801

#### II. TERM

This Agreement shall commence on July 1, 2023, or the date last executed by both parties, whichever is later, through June 30, 2026, and may be renewed for an additional three-year term. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

#### 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 Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a

financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system. In addition, this Agreement will establish joint processes and procedures that enable the Partner to integrate with the current CareerSource CF 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 LWA 12.

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

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

- A. CareerSource CF will perform the following functions:
  - Review this Agreement 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 CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF 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. Coordinate with the Partner to ensure 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 CareerSource CF System.
  - 4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF 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. Provide an area for the Partner's meetings and/or co-location as space permits.
  - Model CareerSource CF core values and maintain a professional working environment.
  - Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- **B.** The Partner will perform the following functions:
  - Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.
  - 2. Coordinate with CareerSource CF to ensure 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 CareerSource CF System.
- Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF 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 CareerSource CF System.
- 5. Provide CareerSource CF with monthly outcome numbers for performance data tracking.
- **6.** Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
- 7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

#### V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

- Familiarize themselves with the basic eligibility and participation requirements, as well
  as with the available services and benefits offered, for each of the Partners programs
  represented in the local CareerSource CF network;
- 2. Develop materials summarizing their program requirements and making them available for Partners and customers;
- Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
- 4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- **5.** Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- 7. Commit to robust and ongoing communication required for an effective referral process; and
- 8. Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

#### VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, 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. DATA SHARING

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

- The collection, use, and disclosure of customer education records, and the PII
  contained therein, as defined under FERPA, shall comply with FERPA and applicable State
  privacy laws.
- 2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- 4. Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
- **5.** Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 6. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

#### VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center 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 goal of the operating budget is to develop a funding mechanism that:

- 1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information;
- **4.** Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
- 5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

#### IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A - One-Stop (CareerSource CF) Operating Budget.** 

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff colocated in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B - Partners' On-site Representation Schedule & Partner Contribution** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners 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 CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

#### X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

- **1.** Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
- 2. Joint planning, policy development, and system design processes;
- 3. Commitment to the joint goals, strategies, and performance measures;
- The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources including other public agency and non-profit organization services;
- **6.** Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- 7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

#### XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B - Partners On-site Representation Schedule.** These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

#### XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: <a href="https://wdr.doleta.gov/directives/corr">https://wdr.doleta.gov/directives/corr</a> doc.cfm?DOCN=4968.

#### A. Types

Funding for infrastructure costs and additional costs may be in the form of:

- 1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - a. Cash Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - b. Non-Cash Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
- 2. Funding from philanthropic organizations or other private entities; or
- 3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

#### B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

#### XIII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### XIV. AMENDMENTS AND MODIFICATIONS

Neither this Agreement 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 sent via certified U. S. Mail.

#### XV. MERGER

This Agreement 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.

#### XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

#### XVII. GOVERNANCE, DISPUTE RESOLUTION, AND REMEDIES FOR NONPERFORMANCE

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

Any dispute or issue of nonperformance concerning this Agreement shall require that the parties make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 30 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the Florida Department of Commerce and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. Florida Department of Commerce and DOE may remand the issue back to the President/CEO of CareerSource CF and Director of the Partner organization, or impose other remedies to resolve the issue.

#### XVIII. MONITORING

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

- 1. Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
- 2. Those laws, regulations, and policies are properly enforced:
- 3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- 4. Outcomes are assessed and analyzed to ensure performance goals are met,
- 5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- 6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- political or religious opinion or affiliation, marital status, race, color, creed, or national origin;
- (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination

and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38

#### XX. INSURANCE AND INDEMNIFICATION

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non- State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

#### XXI. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

#### XXII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statue. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### XXIII. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

#### XXIV. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### XXV. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### XXVI. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource Central Florida 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 Central Florida proposed the initial Partner Contribution Amounts as described in Attachment B 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.

#### XXVII. SIGNATURES

IN WITNESS WHEREOF, the Partner and CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

CAREERSO	OURCE CENTRAL FLORIDA	PARTNER NAME
Та	ndar Muhammad	With
Tadar Muh	ammad, Chief Operating O	fficer Robert L, Doyle, III
		<b>Division of Blind Services</b>
Date:		Date:
10/3	31/2023	oi lio/2029
		Manny Diaz Jr,

Date: 1-19-24 Aprel Al 080

## CAREERSOURCE COMPREHENSIVE CF ONE-STOP OPERATING BUDGET - ATTACHMENT A

PY24 (July 1, 2023 through June 30, 2026) As of 6/14/2023

Infrastructure Cost Budget PY2023-2024			
Description	<u>Estimat</u>	ed IFA Budget	
Infrastructure Costs			
Office Rent/ Lease	\$	320,657	
Utilities	\$	20,379	
Repairs & Maintenance	\$ \$ \$ \$	_	
Janitorial Services	\$	49,267	,
Copy Machine Usage/Maintenance	\$	9,676	
IT Network (software, licenses)	\$	21,541	
Indirect Program (IT, telephones, supplies, etc.)	_\$	23,951	-
Total Infrastructure Cost	\$	445,471	
Additional Costs:			
Career Services (Resource Room)	\$	238,493	4 FTE's
Security	\$	47,459	
One Stop Operator	\$ \$	85,000	
Total Shared Cost	\$	132,459	
Total Costs:	\$	816,423	

# PARTNER ON-SITE REPRESENTATION SCHEDULE & PARTNER CONTRIBUTION- ATTACHMENT B PY24 (July 1, 2023 through June 30, 2026) As of 6/14/2023

Required Program Partners	Governance	Local Grantee	# of Staff	Total weekly Staff Hours	Total # of FTEs	% of Total FTEs		artner tribution
Adult, Dislocated Workers,								
outh	DOL	CSP	10	400	10	30.12%	5	245,910
ormula Grants								
outhbuild	DOL	CSP	1	40	1	3.01%	\$	24,591
Wagner Peyser		CSP	6	240	б	18.07%	. 5	147,546
Senior Community Employment	DOL	AARP	~	25	0.2	0.60%		2767
Service Program	2000	AAIO	2	20	0.2	0.60Va	\$	4,918
TAA Program Trade Adjustment	DOL		1	40	1	3.01%	\$	24,591
Art	DOL	CSP	1	40	1	3.01%	\$	24,591
Veteran Program		Stati						
DVOP	DOL	CSP	3	120	3	9.04%	\$	73,773
Adult Education GED , Career	DOE	LSAN III		ž	0.2	California III		4,918
Tech (Orange)	DOE	PCSB	1	Z	0.2	0.60%	\$	4,918
Migrant Seasonal Farm Worker	DOE	OCPS		0		0.00%		
Program	DOE	LAIPS	*	· ·	0	0.00%	\$	
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$	4,918
Division of Blind Services	DOE	Florida Division of	1	5	0.2	0.60%	\$	4,918
Welfare Transition	HH5/TANF	CSP	8	320	8	24,10%	\$	196,728
NAP Employment & Training	HHS	CSP	2	80	2	6.02%	\$	49,182
CSBG (Orange County)	HHS		1	4	0.2	0.60%	\$	4,918
Urban League	DOL		1	5	0.2	0.60%	\$	4,918
Total			40	1,329	33.2	100%	\$	816,423

40 Hrs Per Week

100% \$ 816,423 ESTIMATED INFRASTRUCTURE COST

Cost Per FTE \$ 24,591 ESTIMATED COST PER FTE

4,918 ESTIMATED COST DIRECT LINKAGE

Cost for .2 FTE

# Attachment J

Cooperative Agreements

#### CAREER SOURCE CENTRAL FLORIDA SUB-AWARD TO

# Thomas P. Miller & Associates, LLC 2024-25 ONE-STOP OPERATOR SERVICES

Title 2 – Subtitle A – Chapter II – Part 200 – Subthrough entities.	part D - § 200.332: Requirements for pass-
(a) The following sub-award information is provide Through Entity, to Thomas P. Miller & Associates, elements changes, the change(s) will (also) be incl. (1) Federal Award Identification.	d by CareerSource Central Florida, the Pass- LLC, the Sub-Recipient. If/when any of these data luded in any subsequent sub-award modification(s).
<ul> <li>Sub-Recipient name (which must match the name associated with its unique entity identifier)</li> </ul>	Thomas P. Miller & Associates, LLC
Sub-Recipient's unique entity identifier	J5MMB3EN61G3
<ul> <li>Federal Award Identification Number (FAIN)</li> </ul>	23A55AT000009
Federal Award Date	07/01/2023 - 06/30/2025
<ul> <li>Sub-Award Period of Performance: start/end dates</li> </ul>	08/15/2024 - 06/30/2025
Budget Period: start/end dates	08/15/2024 - 6/30/2025
<ul> <li>Amount of Federal funds obligated by this action</li> </ul>	\$52,500 – (\$5,000 per month)
<ul> <li>Total amount of Federal funds obligated to the Sub-Recipient</li> </ul>	\$52,500 – (\$5,000 per month)
Total amount of Federal Award to CSCF	\$4,966,604.00
Federal award project description	One-Stop Operator
<ul> <li>Name of Federal awarding agency</li> <li>Pass-through entity, and</li> <li>Contact information for awarding official</li> </ul>	Federal awarding agency: For WIOA: U. S. Dept. of Labor through State of Florida, Dept. of Economic Opportunity For TANF: U. S. Dept. of Health and Human Services through State of Florida, Dept. of Economic Opportunity Pass Through Entity: CareerSource Central Florida Contact information: Peter Puterbaugh, Senior Manager of Procurement @ Contracts pputerbaugh@careesourcecf.com
Assistance Listing #'s and Name	17.258 – WIOA Adult,
Is this sub-award for R&D?	No
Indirect cost rate for the Federal award	Deminimus – 10%

THIS SUB-AWARD is entered into between **CareerSource Central Florida (CSCF),** with administrative offices at 390 N. Orange Ave., Suite 700, Orlando, FL 32801, and Thomas P. Miller & Associates, LLC, hereinafter referred to as "**Sub-recipient**" with administrative offices at PO Box 881011 Indianapolis, IN, 46208, for the

purpose of providing One-Stop Operator services as authorized by the Workforce Innovation and Opportunity Act (WIOA – Public Law 113-128), and Florida's Workforce Innovation Act 2000, Chapter 2000-165 Laws of Florida, and any subsequent amendments.

CSCF agrees to pay Sub-recipient for services according to the Agreement of Payment, an amount not to exceed \$52,500 subject to the availability of funds. Payments will be made through Federal funds from grants with Assistance Listing numbers noted above. Sub-recipient acknowledges that the cost data submitted to CSCF in support of this sub-award is accurate, complete and current as of the date of execution of this contract.

The Term of this sub-award will be from August 15, 2024, through June 30, 2025. CSCF is not obligated to pay for costs incurred related to this sub-award prior to the start date or after the end date. At its sole discretion, CSCF may opt to renew on an annual basis for up to three (3) additional one-year terms, based on performance, organizational strategies, and/or funding availability. This sub-award, which incorporates Attachment A – General Provisions, Attachment B – Statement of Work, Attachment C – Budget, Attachment D – Performance Objectives and Deliverables, Attachment E – Monthly Progress Report, Attachment F – Individual Non-Disclosure and Confidentiality Certification Form, and Attachment G – Sub-recipient Certifications, contains all the terms and conditions agreed upon by both parties.

Attac	chments	
Α	General Provisions	Pages 4-18
В	Statement of Work	Pages 19-20
С	Budget	Page 21
D	Performance Objectives and Deliverables	Pages 22
Е	Monthly Progress Report	Page 23
	Individual Non-Disclosure and	
F	Confidentiality Certification Form	Pages 24-25
G	Sub-recipient Certifications	Pages 26-29

By signing this sub-award, Sub-recipient certifies compliance with the laws and regulations outlined in Attachment A - General Provisions. Subject to modifications as the result of Federal mandates, as applicable.

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

THOMAS P. MILLER & ASSOCIATES, LLC	CAREERSOURCE CENTRAL FLORIDA
Name & Title	Pamela Nabors, President/CEO
_8/14/24 Date	08/21/2024  Date
THOMAS P. MILLER & ASSOCIATES, LLC WITNESSED BY:	CAREER SOURCE CENTRAL FLORIDA WITNESSED BY: Pexer Puxerbough
Name & Title	Peter Puterbaugh, Senior Manager of Procurement and Contracts
8/14/24 Date	08/21/2024

**CONTRACT NOT VALID UNTIL SIGNED BY BOTH PARTIES** 

#### ATTACHMENT A: GENERAL PROVISIONS

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- A. Amendments and Modifications
- B. Termination

#### I. SUB-RECIPIENT ASSURANCES

#### A. General Agreement

Sub-recipient shall provide services and/or training within the sub-award period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

#### **B.** Laws and Regulations

The Sub-recipient warrants that all its activities and those of its subcontractors under this sub-award shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments; the Statement of Work and all other terms of this sub- award; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this subaward which are in effect at the inception of this sub-award, or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, award; all applicable Federal, State and local laws, regulations, directives, in whole or part, under WIOA and/or Florida's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance.

- 1. Sub-recipient shall comply fully with nondiscrimination and equal opportunity provisions of the following laws:
  - a. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs:
  - b. The Americans with Disabilities Act of 1990, P.L. 101-336, 42 U.S.C 12181 et seq., which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
  - c. Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemented in Dept. of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60, and 45 CFR part 80, if applicable;
  - d. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. Seq., which prohibits discrimination

- on the basis of race, color, and national origin;
- e. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
- f. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs;
- g. the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
- h. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) 29 CFR Part 38, 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 WIOA Title I financially-assisted program or activity.
- 2. Sub-recipient will comply with the provisions in the Trafficking Victims Protection Act of 2000 (2 CFR 175) as amended.
- 3. Clean Air and Water Act: When applicable, if this sub-award is in excess of \$100,000, Sub-recipient shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 USC 7401), et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.
- 4. Sub-recipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083 (P.L. 103-277), which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- 5. Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- 6. Sub-recipient will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
- 7. Sub-recipient 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 projected consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 US 1451 et seq.);
  - f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 et seq.);
  - g. Protection of underground sources of drinking water under the State Drinking Water Act of 1974, as amended (P.L. 93-523);
  - h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 8. Sub-recipient will comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5; the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding

labor standards for federally assisted construction sub-agreements.

- 9. Sub-recipient is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
- 10. Sub-recipient shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) limiting the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### 11. Lobbying and Religious Activity

No funds made available under this subaward shall be used for lobbying of federal, state or local legislatures to influence legislation or appropriations; or to raise funds or to promote, assist, or deter union organizing — Byrd Anti-Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93.

The employment or training of any customer in sectarian activities is prohibited. In addition, no customer shall be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

#### 12. <u>Equal Treatment for Faith-Based</u> Organizations

Sub-recipient must comply with the regulations identified in 29 CFR 2, Subpart D.

#### 13. Debarment and Suspension

EO No. 12549 and 12689, Debarment and Suspension, Sub-recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification.

#### 14. Drug Free Workplace

Sub-recipient shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701 et seq. and all state and federal implementing regulations.

- 15. If any part of this sub-award utilizes Welfare Transition (WT) funds, Sub-recipient shall comply with 45 CFR 98, the Temporary Assistance for Needy Families (TANF) Program, 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
- 16. Sub-recipient agrees that it shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- 17. Sub-recipient will comply with the Veterans Priority of Service Provisions, 20 CFR 1010, implementing priority of service in qualified job training programs for covered persons as authorized by section 2(a)(1) of JVA 38 U.S.C. 4215.
- 18. Sub-recipient agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this subaward.

#### C. Audits and Monitoring

1. Audit Requirements

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with UG § 200.514, Scope of Audit, except when it elects to have a program-specific audit conducted in accordance with § 200.507, Program-specific audits.

#### 2. Monitoring

Sub-recipient shall institute a system for monitoring fiscal and program activities for compliance with this sub-award. Sub-recipient will maintain documentation to verify completion of monitoring activities. The Sub-recipient shall respond in writing to CSCF monitoring reports and requests for corrective action plans within ten (10)

business days after the receipt of the monitoring report from CSCF.

#### 3. Reports

- a. Sub-recipient shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Sub-recipient, and not later than nine (9) months after the end date of this sub-award.
- b. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSCF reserves the right to withhold any or all reimbursement from any future payments to the Sub-recipient until such time as the accounting practices and/or records management are improved to the satisfaction of CSCF.

#### D. Record Keeping

Sub-recipient shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this sub-award for a period of five (5) years from the date of the final payment of this sub-award, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

Sub-recipient will cooperate with CSCF to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Sub-recipient is unable to retain the records for the required period, the Sub-recipient will notify CSCF in writing and request instructions. Sub-recipient shall not dispose of any records without the prior written consent of CSCF.

#### E. Access to Records

1. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-

- recipient shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CareerSource Central Florida or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.
- 2. Sub-recipient shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-recipient pertaining to any program funded by this Agreement or amendment hereto, available to CSCF, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews. investigation, survev examination, even though, the Subrecipient may at the time of the request no longer be operating programs for CSCF or be a Sub-recipient of CSCF.
- Sub-recipient must make all records described in this Agreement available to CSCF, the State or the Federal government in Orange County, Florida.
- Sub-recipient shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSCF shall provide Sub-recipient with a schedule of the monitoring visits.
- 5. Sub-recipient agrees that when requested, Sub-recipient shall furnish any requested records to CSCF within ten (10) days of the request. Failure to comply may result in CSCF's withholding any Sub-recipients until such time that the Sub-recipient until such time that the Sub-recipient complies with the request.

## F. Data Sharing (Non-Disclosure) and Confidentiality

All sub-recipients, and any subsequent subcontractors and their employees or agents (who are) granted access to confidential data, agree to maintain the confidentiality of employer, employee, claimant, participant identity and all 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 sections 443.1715 and 443.171(5), Florida Statutes.

Sub-recipients, and any subsequent subcontractors, and their employees or agents who have access to confidential information are required to sign and comply with an Individual Non-Disclosure and Confidentiality Certification. Sub-recipient or agents granted access to electronic data systems used in the delivery of services must also sign a confidentiality access agreement for systems access privileges. Sub-recipient must inform CSCF immediately of any employees who are terminated or are no longer in need of system access.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents, 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.

All documents, papers, computer files and other electronic media such as discs, thumb drives, laptops, and letters or other materials made, copied, or received in conjunction with this sub-award are subject to the applicable legal requirements for maintaining confidentiality and security of data in conformance with Federal, State, and local laws. Public access to records — unless covered by confidentiality rules — shall be in accordance with Chapter 119.021, Florida Statutes, regarding custodial requirements, and all other applicable laws or regulations.

Information may be made available to other CSCF partners to affect the appropriate delivery of services to the customer.

#### G. Internal Financial Control

- Sub-recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Sub-recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSCF under this subaward.
- Sub-recipient shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with Uniform Guidance.
- 3. Sub-recipient shall maintain separate accounting records for funds received and expended under this sub-award.
- 4. <u>Salary Cap</u>: Sub-recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals employed under this sub-award with CSCF. Annual certification will be required for submission with documentation during the contract period.

#### H. Invoices and Contract Close-out

All invoices and the contract close-out report shall be submitted to CareerSource Central Florida (CSCF), 390 N. Orange Ave., Suite 700, Orlando, FL 32801, including, but not limited to:

 Invoice: In order to receive payment Subrecipient shall submit an accrual by the tenth (10<sup>th</sup>) calendar day following the end of each month, and an invoice to CSCF by the twentieth (20<sup>th</sup>) calendar

day following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Subrecipient's budget and as governed by the rules applicable to the funding streams and grants awarded to Subrecipient. The invoice must accompanied by all documentation necessary to substantiate the expenses for which is seeking reimbursement, including but not limited to supporting documentation deemed acceptable by CSCF. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-recipient's line item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Accuracy and timeliness of the invoices shall be а factor recommendations for future renewals made to CSCF's governing boards.

- 2. Invoices must be submitted no later than the twentieth (20th) calendar day following the end of the month for which Subrecipient is seeking reimbursement. Invoices submitted more than fifteen (15) calendar days following the termination of CSCF program year, which is June 30 of will be honored each vear. CareerSource Central Florida's discretion. If accrual or invoice due date occurs on a weekend, then the due date occurs on a weekend, then the due date shall be the Friday prior.
- Sub-recipient agrees to maintain and provide the following documentation to CSCF, along with Sub-recipient's invoice for payment. Sub-recipient understands that invoices submitted without the below described documentation will not be honored.
  - Original and completed monthly Invoice, reflecting the appropriate time period and signed by an authorized Sub-recipient.
  - b. General or Accounting Ledger accurately reflecting all amounts billed; OR copies of paid invoices and copies of canceled checks for reimbursement of supplies, equipment, travel, expenditures). For mileage reimbursement requests, Sub-recipient shall use the CSCF mileage form or their

- own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-recipient is limited to the CSCF rate when reimbursing its staff for mileage. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Request for Payment. All costs billed must be incurred and paid.
- c. For pavroll costs. pavroll ledger/register reflecting allocation of staff time among cost categories and signed by an authorized Sub-recipient official for reimbursement of salaries and benefits and signed by employee as well as immediate supervisor and time and attendance sheets for each person billed under the Agreement. Time sheets and payroll ledger should submitted in a timely manner and coincide with payroll processing dates. For those persons not working solely for the purpose outlined in the contract, a timesheet must be submitted indicating actual hours worked as billed. Hours cannot be based on percentage of time or based on budget: Supporting explanations and/or calculations sufficiently verifying ledger entries, and reconciled ledger line items to the corresponding line items on the Request for Payment.
- d. Sub-recipient will submit supporting detail for fringe benefits billed upon request by CSCF. Amounts billed for fringe benefits will be limited to actual costs.
- e. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests must be included.
- f. For proprietary materials such as books and supplies, Sub-recipient shall provide signed receipts from students acknowledging delivery of the

- materials for which CSCF is being charged.
- g. For reimbursement of rental and utility charges (if applicable), Subrecipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement.
- h. For reimbursement of participant activities Sub-recipient shall provide participant attendance records and/or time sheets, participant payroll records, if applicable, participant competency tests, and any other documentation deemed necessary by CSCF.
- i. Any changes to the budget above a 10% variance in line items will require a contract modification.
- j. The Sub-recipient, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to CSCF, hereby releases and discharges CSCF from any financial claims arising from this Agreement.

The Sub-recipient shall comply with all provisions of CSCF's Contract Closeout Procedures.

4. <u>Program Income Report:</u> Program Income is defined as any revenues generated through activities funded under a sub-award in excess of costs.

In a cost reimbursement sub-award with holdback, any sub-award revenues in excess of expenditures shall constitute program income and shall be spent on program related activities within the sub-award period or returned to CSCF as part of the sub-award closeout.

#### I. Disallowed Costs/Return of Funds

 Sub-recipient shall be liable to CSCF for any disallowed or questioned costs that Sub-recipient or CSCF incurs as a result of Sub-recipient expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.

- 2. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSCF by Subrecipient within thirty (30) days of the issuance of the report.
- If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSCF, CSCF may deduct the amount disallowed/ questioned from any reimbursements or payments due Subrecipient.

#### J. Insurance

The Sub-recipient shall maintain during the term of this Agreement, the insurance and bonding specified below in addition to providing insurance coverage for all property purchased with CSCF funds in the event of loss or damage and shall list CSCF as the named insured with regard to such property.

- 1. Third Party Liability: Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.
- 2. Fidelity Bond: Sub-recipient shall secure Fidelity Insurance to provide coverage under this contract or in the event that Sub-recipient has several contracts with CSCF. The fidelity bond shall be equal to highest monthly advance reimbursement expected to be received by the Sub-recipient. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by this Agreement. The Subrecipient agrees to reimburse CSCF for any loss incurred by CSCF under this Agreement. Sub- recipient shall be liable for any sums not covered and/or paid by their insurer.
- 3. Property Damage:Sub-recipient shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1)

accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.

- 4. Non-Owner Coverage: Sub-recipient shall maintain non-owner vehicle insurance coverage and shall name CSCF as an additional insured.
- 5. <u>Directors and Officers, Employment Practice Liability and Errors and Omission Coverage:</u>

Non-governmental Sub-recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSCF as an additional insured.

#### 6. Certificates of Insurance:

The Sub-recipient shall make available to CSCF upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement with such certificates clearly indicating that the Sub-recipient has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming CSCF as an additional insured.

## 7. Addition of CareerSource Central Florida as a Named Insured:

All insurance coverage required by CSCF under this Agreement shall cite CSCF as an additional insured under the policy. In the event the policy is cancelled CSCF shall have the right to cancel this Agreement.

#### 8. Failure to Maintain Insurance:

Sub-recipient shall not cancel, materially change, or not renew insurance coverage's affecting this contract before final payment by CSCF is made to the Sub-recipient. Sub-recipient shall notify CSCF in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Sub-recipient with non-federal funds. Failure to maintain the insurance coverage's required herein, may result in termination of the contract.

All purchasing of goods and services must be in compliance with CSCF procurement guidelines or Sub-recipient's procurement policy, if the Sub-recipient's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

#### L. Equipment

The use of sub-award funds to purchase equipment, as defined in Uniform Guidance, is prohibited without prior written approval of CSCF.

Equipment or products approved for purchase must comply with the Buy American Act as defined in P. L. 103-335, § 507.

#### M. Use of Supplies

Any consumable supplies purchased under this sub-award, or provided by CSCF for use in delivering the services under this subaward, shall be used exclusively for program purposes unless an "other-use" agreement has been made part of this sub-award.

## N. Copyrights, Patent Rights and Rights to Data

Sub-recipient agrees that CSCF, the State, and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work developed in whole or in part with contract funds.

Sub-recipient agrees that CSCF, the State, and the federal government shall have a royalty free and nonexclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-recipient purchases with contract funds.

CSCF may utilize products as described above in conjunction with fee for service activities developed or operated by CareerSource Central Florida.

Sub-recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials,

#### K. Purchasing

products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.

Any breach of this section shall entitle CSCF to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

#### O. Public Records

To the extent Sub-recipient is acting on behalf of CSCF as provided under Subsection 119.011(2) of the Florida Statutes, Sub-recipient shall:

- Keep and maintain public records required by CSCF to perform the services under this Agreement.
- Upon request from CSCF's custodian
  of public records, provide CSCF with
  a copy of the requested records or
  allow the records to be inspected or
  copied within a reasonable time at a
  cost that does not exceed the cost
  provided in Chapter 119 of the Florida
  Statutes or otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt records from public disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and completion following of the Agreement if the Sub-recipient does not transfer the records to CSCF.
- 4. Upon completion of the Agreement, transfer, at no cost, to CSCF all public records in possession of Subrecipient or keep and maintain public records required by CSCF to perform the service. If the Sub-recipient transfers all public records to CSCF upon completion of the Agreement, the Sub-recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Sub-recipient keeps and maintains public records upon completion of the Agreement, the Sub-recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCF, upon request from CSCF's custodian of public records, in a format that is compatible with the information technology systems of CSCF.

If the Sub-recipient fails to provide the public records to CSCF within a reasonable time the Sub-recipient may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CSCF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

IF THE SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB-RECIPIENT PROVIDER'S DUTY TO **PROVIDE PUBLIC RECORDS** RELATING THIS TO AGREEMENT. CONTACT CSCF'S CUSTODIAN OF PUBLIC RECORDS (MS. NILDA BLANCO, OF DIRECTOR **BUSINESS INTELLIGENCE) AT:** 

(407) 531-1222, ext. 2035 or NBlanco@careersourcecf.com or 390 N. Orange Avenue, Orlando, FL 32801

#### P. Assignment and Subcontracts

Sub-recipient shall not subcontract, assign, or transfer any rights or responsibilities under this sub-award, or any portion thereof, without the prior written approval of CSCF, unless otherwise authorized by this sub-award. Sub-recipient shall submit a written subcontract to CSCF for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Sub-recipient from obtaining this written approval.

CSCF reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from CSCF relieve the Sub-recipient from its obligation under this sub-award, or change the terms of this sub-award. The Sub-recipient shall ensure that all applicable provisions of this sub-award are binding upon all approved subcontractors. It is understood that CSCF shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

#### O. Conflict of Interest

Conflicts of interest by Contractor or any director, officer or employee of Contractor or any member of such person's family shall not be permitted and will be grounds for, inter alia, termination of this Agreement. A conflict of interest exists whenever Contractor or any director, officer or employee of Contractor or any member of such person's family, has a direct or indirect material personal interest in a proposed agreement or transaction to Contractor or CSCF may be a party other than only as a director, officer or employee of Contractor. A conflict of interest also exists when the Contractor or its director. officer or employee or any member of such person's family personally benefits from the transaction or has an employment or investor relationship with an entity with which Contractor or CSCF is dealing. A conflict of interest may result from a director, officer or employee performing professional services for Contractor other than as a director, officer or employee of Contractor.

Contractor should not assume that a conflict does not exist for a person who receives no monetary or other tangible benefit from a transaction with the Contractor or CSCF. For example, access to information which could be used for a person's personal benefit might put the person in conflict with the Contractor or CSCF.

#### R. Indemnification

<u>Indemnification Applicable to State Agencies</u> and Governmental Entities:

If Sub-recipient is a state agency as defined in Chapter 768.28, Florida Statutes, Subrecipient agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-recipient as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSCF any sums due Subrecipient under this Agreement may be retained by CSCF until all of CSCF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSCF.

<u>Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities:</u>

Sub-recipient shall at all times hereafter indemnify, hold harmless and, at CSCF's option, defend or pay for an attorney selected by the President & CEO to defend CSCF, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Subrecipient, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without

limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSCF any sums due Sub-recipient under Agreement may be retained by CSCF until all of CSCF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSCF.

#### S. Health and Safety

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of customers served under this sub-award. Where customers or employees covered under this sub-award are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, receive services in buildings surroundings or under working conditions which are unsanitary, hazardous dangerous to their health or safety.

T. Grievance and Complaint Procedures Sub-recipient agrees to provide program participant's access to the CSCF grievance procedures for participants in CSCF funded programs with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-recipient other than civil rights complaints. Sub-recipient agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

Sub-recipient agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSCF.

Whenever CSCF forwards or notifies Subrecipient of customer complaints about the workforce system received from the State or other external sources Sub-recipient shall assist CSCF in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSCF.

Hearings regarding grievances in which a finding is made in Sub-recipient's favor are subject to state and federal approval and Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-recipient shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-recipient shall be liable to CSCF for repayment of the cost which has been questioned or disallowed.

## U. Sponsorship: Public Announcements and Advertising

Sub-recipient shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from CSCF. The Sub-recipient agrees to use the CareerSource brand name and will adhere to all marketing strategies implemented by CSCF. The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### V. Knowledge of Terms of this Contract

The Sub-recipient shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this sub-award by all staff of the Sub-recipient and any subcontractor(s).

#### W. Code of Conduct

Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this sub-award as identified in 29 CFR 95.42.

#### X. Incident Reporting

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to CSCF immediately.

#### Y. Enforcement of Contract Provisions

The failure of CSCF to strictly enforce any of the provisions of this sub-award, or to require strict performance by the Sub-recipient of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this sub-award or any part hereof, or waive the right of CSCF to thereafter enforce each and every provision herein.

#### Z. Warranty

The Sub-recipient covenants and warrants:

- It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
- 2. It is possessed of the legal authority and capacity to enter into and perform this contract;
- 3. It is duly authorized to operate and do business in the State of Florida; and,
- It has no present interest, nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this sub-award.

## AA. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

## BB. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

## CC. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See <a href="Public Law">Public Law</a> 115-232, section 889 for additional information and 2 CFR part 200.471.

# DD.PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES

Contractor agrees to the follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

#### EE. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronical[y verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System electronically verify to employment eligibility of all newly hired workers.

#### FF. NEVER CONTRACT WITH THE ENEMY

Contractor agrees to comply with regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

#### II. MUTUAL ASSURANCES

#### A. Amendments and Modifications

- CareerSource Central Florida (CSCF)
  reserves the authority to amend or modify
  this sub-award with written bilateral
  agreement of the Sub-recipient.
  Reimbursements and the total dollar
  amount may be adjusted retroactively to
  reflect cost increases when these have
  been established through the appropriate
  process and subsequently identified in a
  modification to the Sub-recipient's
  budget.
- Mandatory changes in regulations, policies or laws will be unilaterally amended as a Sub-award Modification signed by the CSCF President/CEO, and will be effective upon receipt by the Subrecipient.
- 3. At the sole discretion of CSCF, this subaward may be renewed on an annual basis for up to three (3) additional years, based on performance, organizational strategies, and/or funding availability.

#### B. Termination for Default/Convenience

- Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
- The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- The Board may unilaterally terminate this modified agreement at any time that it is determined that Contractor fails to provide any of the services it has contracted to provide; or Contractor fails to comply with the provisions of this modified agreement; or Such termination is in the best interest of the Board.
- 4. If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of

- notice of termination to CareerSource Central Florida, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.
- 5. In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.
- 6. In instances where Contractors/subgrantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.
- 7. In the event of such termination, CSCF shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSCF within thirty (30) calendar days of termination date.
- 8. Unearned payment(s) under this sub-award may be suspended or sub- award terminated upon the refusal by Sub-recipient to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSCF at any time.
- 9. The submittal of false information may be considered fraud and could result in the immediate termination of the sub-award.
- 10. Any controversy or claim arising out, of or relating to, this sub-award, or the breach thereof, shall be interpreted under the laws of the State of Florida.
- 11. The place for any hearing, arbitration, or other, shall be Orange County, Florida.

#### ATTACHMENT B: STATEMENT OF WORK

One-Stop Operator - Thomas P. Miller & Associates, LLC 8/15/2024-6/30/2025

#### Purpose:

The purpose of this agreement is to establish an entity to act on behalf of CareerSource Central Florida as a One Stop Operator which has been defined the CSCF Board of Directors as:

"An entity or entities that will strategically coordinate all mandatory partners across five counties represented by Career Source Central Florida as required by WIOA, and whose responsibilities will not include service delivery and overseen by the Chief Operations Officer. The One Stop Operator will work with CSCF to meet all state and federal requirements." (December 2016)

CSCF, per 20 CFR § 678 .620, requires, at a minimum, that the One-Stop Operator coordinate the service delivery of the required one-stop partners and service providers as prescribed by WIOA sec. 121(b)(1)(B), 20 CFR 678.400, 34 CFR 361.400 and 34 CFR 463.400.

CSCF will work with its One Stop Operator to coordinate required providers across the one-stop delivery system, with the priority placed on the comprehensive career center, which has been designated as the West Orange County office. The coordination of programs will include:

- 1. Those overseen directly by the contracted One Stop Operator:
  - a. Farmworker Career Development Program (OCPS)
  - b. Senior Community Service Program (AARP Foundation who awarded Pinellas County Urban League for this service in our region)
  - c. Adult Education and Family Literacy (OCPS)
  - d. Vocational Rehab (FDOE > Voc Rehab)
  - e. Division of Blind Services
  - f. Community Service Block Grant (Orange County Community Action Agencies)
  - g. Employment and Training carried out by Department of Housing and Urban Development
- 2. Those overseen by CSCF directly; OSO required to work with dedicated CSCF staff to ensure coordination of service delivery:
  - h. Title 1 WIOA > A, DW, Y, Youth Build, MSFW
  - i. Title 3 Wagner Peyser, Veterans,
  - j. TANF

Per the U.S. Department of Labor's Training and Employment Guidance Letter (TEGL) 15-16 the One Stop Operator will:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

#### Services to be Provided by One-Stop Operator:

Coordinate the delivery of services offered by required local One-Stop partners that include, at a minimum, these mandatory required partners:

Vocational Rehabilitation, Division of Blind Services, Family Literacy and all public Adult Education programs within the five-county service area, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and YouthBuild.

This coordination shall, at a minimum, include the following responsibilities:

- 1. Establish linkages between all One-Stop partners to review mission and value alignment.
- 2. Facilitate conversations between partners to establish data sharing agreements and performance tracking between partners, including referrals.
- 3. Convene meetings to build relationships between and among the partners and facilitate conversations to streamline processes, increase referrals for services, and create better efficiencies and effectiveness.
- 4. Support discussions between CSCF and mandatory partners regarding infrastructure agreements that comply with partner funding requirements, delivery models and metrics to track objectives.
- 5. Serve as a facilitator between required One-Stop partners and CSCF to operationalize program coordination activities outlined in MOU.
- 6. Participate in CSCF community or stakeholder strategic meetings related to partners' service delivery needs and design.
- 7. Report monthly on progress and specific milestones negotiated via Monthly Progress Report

As part of this agreement the One Stop Operator will **not**:

- 1. Convene system stakeholders to assist in the development of the local plan;
- 2. Direct career center staff to conduct activities or implement strategies;
- 3. Prepare and submit local plans (as required under WIOA sec. 10 7);
- 4. Be responsible for oversight of itself;
- 5. Manage or significantly participate in the competitive selection process for one-stop operators;
- 6. Select or terminate one-stop operators, career service providers, and youth providers;
- 7. Negotiate local performance accountability measures; or
- 8. Develop and submit budgets or infrastructure agreements for activities of the local workforce development area.

#### ATTACHMENT C: BUDGET

One-Stop Operator - Thomas P. Miller & Associates, LLC 8/15/2024-6/30/2025

Payment to Contractor shall be cost reimbursement. The total cost reimbursement to be paid to Contractor for services under the terms of this Agreement shall not exceed the total amount stated in the table below unless otherwise authorized by CareerSource Central Florida in a written amendment to the Agreement. CSCF will compensate Contractor for services performed during the period outlined in this agreement in an amount not to exceed \$52,500. The method of payments shall be paid based on expenses incurred each month, in accordance with GAAP, and based on invoices submitted by Contractor. Documentation must substantiate actual costs incurred up to the total contract amount at the end of the program year (June 30). This documentation shall be sent to the attention of CSCF's Finance Department via its email address: Accountspayable@careersourcecf.com. All payroll expenditures must include Personal Activity Reports (PARs), payroll registers, excel invoice summary, and other documents, as needed, to support reimbursed expenditures billed to the agreement.

The company requests a total budget of \$52,500 for a 10  $\frac{1}{2}$  -month contract period. The table shows the proposed use of funds.

Line-Item Description	Budget
Salaries (Based on 15 hours per week	\$33,513
Fringe Benefits	\$6,038
Travel/ Meetings and Visits	\$2,188
Communications	\$656
Staff Development	\$88
Insurance	\$394
Indirect – Admin	\$4,375
Profit	\$5,250
Subtotal Budget Request	\$52,500
TOTAL BUDGET REQUEST	\$52,500

<sup>\*</sup> The proposed flat rate fee includes \$5,250 for profit.

ALL INVOICES MUST INCLUDE THE LANGUAGE DESCRIBED BELOW AND ARE TO BE SENT WITH THE MONTHLY PROGRESS REPORT.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate; the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

#### ATTACHMENT D - PERFORMANCE OBJECTIVES AND DELIVERABLES

- 1. Dedicate their primary focus to support the regions required partners and their related referrals for a coordinated service delivery at the only fully comprehensive One Stop Center located in the West Career Center, in Orange County.
- 2. Facilitate the development of the required One-Stop memorandum of understanding as described in WIOA Section 121 as necessary.
- 3. Document the objectives, delivery model, service offerings and funding streams of all participating required partners.
- 4. Establish a process that defines how the One-Stop partners will coordinate services to refer customers, share data and define common metrics to track the success of the efforts of the One-Stop delivery system.
- 5. Establish a process between partners to articulate continuous improvement principles of plan, do, check, and adjust (PCDA) for the joint efforts identified.
- 6. Attend required partner meetings to understand what makes each organization contribute to the talent supply in the region and better align referrals, service delivery and client satisfaction with CSCF.
- 7. Produce monthly reports to include actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, challenges to share.

#### ATTACHMENT E - MONTHLY PROGRESS REPORT

One-Stop Operator - Thomas P. Miller & Associates, LLC 8/15/2024-6/30/2025

As stated within ATTACHMENT D PERFORMANCE OBJECTIVES AND DELIVERABLES Sub-recipient shall produce a written report each month for submittal to CSCF to reflect Sub-recipient's progress each month. Reports for the preceding month are due to the CSCF point of contacts 10 days after each month ends during the contract period and be included with the monthly invoice submitted.

## Monthly report shall be delivered to the following CSCF point of contacts:

- 1. Tadar Muhammad <u>TMuhammad@careersourcecf.com</u> Chief Operating Officer
- 2. Gina Ronokarijo GRonokarijo@careersourcecf.com VP of Workforce Operations
- 3. Accounts Payable <a href="mailto:AccountsPayable@careersourcecf.com">AccountsPayable@careersourcecf.com</a>

#### **One-Stop Operator Monthly Report – Reporting Requirements**

- 1. Documentation of the key takeaways from conversations between partners Data sharing and performance tracking
- 2. Documentation of what was covered in the meetings (minimum of 6 annually) with partners regarding streamlining processes, creating efficiencies, and overall effectiveness
- 3. True up of infrastructure agreements in January and July
- 4. MOU updates to include tracking of objectives and execution status
- 5. Documentation of what was covered in OSO lead meetings with stakeholders regarding service delivery commitments
- 6. Documentation of the participation in CSCF community or stakeholder strategic meetings providing details to partners delivery needs and design
- 7. Documentation of progress and specific milestones negotiated via a service contract.
- 8. Documentation of the objectives, delivery model, service offerings and funding streams of all participating required partners
- 9. Documentation of the actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, and challenges
- 10. Documentation of professional development training provided to partners
- 11. Data dashboard snapshots (if CSCF staff does not have access to the data dashboard)
- 12. Documentation of progress between and among the partners to include results of referrals
- 13. Documentation of actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, and challenges.

#### ATTACHMENT F - INDIVIDUAL NON-DISLOSURE 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 are employed by CareerSource Central Florida, receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunities, made available to the organizations, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), Social Security numbers, wage 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 duties associated with the program requirements set forth under contract or agreement, I am requesting an access to a secure database. Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

- 1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
- 2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
- 3. If I should become aware that any other individual other than an authorized employee may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify CareerSource Central Florida's Chief Information Officer or Program Manager.
- 4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by CareerSource Central Florida.
- 5. I shall not access or request access to any Social Security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
- 6. I shall 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) involved.
- 7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
- 8. I am knowledgeable about proper use and handling of confidential data. I shall comply with all confidentiality safeguards including but not limited to, the following: a) protecting the confidentiality of my username 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.
- I shall not copy, sell, or release data confidential or not obtained from my access to anyone. Any data, confidential or not, obtained will be destroyed in a secure and appropriate manner after completion of contract work.
- 10. 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 further acknowledge 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 a fine and/or period of 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.

11.	Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately seek guidance from CareerSource Central Florida designated contact and be guided by his/her response.
	Sub-recipient Employee Signature: SDBradley  Date: 8/16/2024  Print Sub-recipient Name: Stephanie Bradley
	Company Name and Address: TPMA, LLC PO Box 881011, Indianapolis, IN 46208
	Work Telephone: 317-894-5508
	E-Mail: sbradley@tpma-inc.com
Applic	eation(s) Given Access To:

11.

#### ATTACHMENT G – SUBRECIPEINT CERTIFICATIONS

By signing the agreement, the Sub-recipient is providing the certifications as detailed below:

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Sub-recipient certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal 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;

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 (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Sub-recipient is unable to certify to any of the statements in this certification, such prospective Sub-recipient shall attach an explanation to this proposal [or plan].

#### CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

The undersigned (i.e. Sub-recipient) certifies, to the best of his or her 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 an agency, a Member of Congress, 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.

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 Section 1352, Title 31, and U.S.C. 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.

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (29 CFR Part 94 and 98).

Pursuant to the Drug-Free Workplace Act of 1988 and it's implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Sub-recipient attest and certify that the Sub-recipient 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 Sub-recipient's 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 contract be given a copy of the statement required by paragraph (C) (1).
- 4. Notifying the employee in the statement required by paragraph (C) (1) 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 Sub-recipient in writing ten (10) calendar days after receiving notice under subparagraph (C) (4) (b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/grant.
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (C) (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.

#### NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1. Section 188 of the Workforce Innovation Opportunity Act of 2014 (WIOA) 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 WIOA Title I financially assisted program or activity;
- 2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases 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; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

### CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement and certification is submitted to CareerSource Central Florida by:

**Dustin Miller** 

for TPMA, LLC
(Print Name of Sub-recipient Submitting Sworn Statement)
whose business address is PO Box 881011, Indianapolis, IN 46208
and its Federal Employer Identification Number is 30-0025201

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, **CHECK ONE ONLY**):

Х	_Neither the entity	submitting this s	worn statement,	nor any of its	officers,	directors,	executives,
partne	rs, shareholders, e	mployees, memb	ers, or agents w	ho are active in	the man	agement d	of the entity,
nor an	y affiliate of the en	tity has been char	ged with and co	nvicted of a pu	blic entity	crime.	_

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Provider list. (attach a copy of the final order).

I UNDERSTAND THAT I AM REQUIRED TO INFORM CAREERSOURCE CENTRAL FLORIDA PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

The Sub-recipient will comply with all applicable requirements of all other Federal Laws, executive orders, regulations, and policies governing the program(s) associated with this contract.

Name and Title of Authorized Representative
Signature of Authorized Representative
TPMA, LLC
Sub-recipient Sub-recipient
8/14/24
Date

## Attachment K

**Comment Process** 

CareerSource Central Florida (CSCF) uses a structured and inclusive process to obtain input and comments from representatives of business and labor organizations in the development of our local workforce plan. This process ensures that the plan aligns with the needs of both the local business community and the workforce it employs.

#### **Process for Obtaining Input:**

Stakeholder Engagement: CSCF is engaged with representatives from key business sectors and labor organizations. This provide a forum for stakeholders to share their insights on workforce needs, industry trends, and challenges. Feedback is documented and incorporated into the planning process.

Public Comment Period: The draft plan is made available for public review and comment for up to 30 days. During this period, business and labor representatives are specifically invited to review the plan and provide their input. Notifications are sent out through various channels to ensure broad awareness among stakeholders.

Board and Committee Involvement: CSCF's Board of Directors, which includes representatives from local businesses and labor organizations, reviews the draft plan and provides input through formal meetings and committee discussions. The board's feedback is integral to shaping the final plan, ensuring it reflects the needs of the local economy.

Ongoing Communication: Throughout the planning process, CSCF maintains open lines of communication with business and labor representatives to keep them informed of progress and gather additional feedback as needed.

Through these comprehensive efforts, CSCF ensures that the development of the local workforce plan is informed by a diverse range of voices, ultimately creating a plan that meets the needs of both employers and workers in the Central Florida region.