



OFFICE OF THE PRESIDENT

Item 5.2.4

PRESENT TO BOARD: MAY 23, 2018

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: TRAINING PROVIDER AGREEMENT – CAREER SOURCE SOUTH WEST
FLORIDA

Approval is requested for the **renewal** of the training provider agreement between Career Source South West Florida and South Florida State College for the purpose of providing services in Charlotte, Collier, Glades, Hendry and Lee counties. This agreement renews annually.

SUGGESTED MOTION:

Move to approve the renewal of the agreement between Career Souce South West Florida and South Florida State College as presented.

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. /
CAREERSOURCE SOUTHWEST FLORIDA
TRAINING PROVIDER AGREEMENT FOR CONTINUED ELIGIBILITY**

This Agreement is by and between the SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. DBA CAREERSOURCE SOUTHWEST FLORIDA hereinafter referred to as the SFWDB and South Florida State College hereinafter referred to as the Training Provider.

Whereas, SFWDB has available funding for certain training of eligible individuals under Title I of the Workforce Innovation and Opportunity Act (WIOA) and under Florida's Welfare Transition (WT) legislation, and;

Whereas, in response to the training needs of lesser skilled and/or dislocated workers in Charlotte, Collier, Glades, Hendry and Lee counties, SFWDB may request from time to time that Training Provider provide certain prescribed training to eligible individuals referred by the staff of our CareerSource Southwest Florida centers (hereinafter referred to as Center staff) and;

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

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

Center staff is designated as referral agent for the Workforce Innovation and Opportunity Act (WIOA) and the Welfare Transition programs and;

Whereas, the CareerSource Southwest Florida centers are the recipients for payment of tuition and fees for the SFWDB.

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

A. STATEMENT OF WORK

1. Eligible individuals referred by Center staff to Training Provider shall be considered for enrollment in an approved training program specified on the Individual Training Account (ITA) Voucher for WIOA-funded students or Authorization for Training (Non-IT Training only) for students funded through Welfare Transition or other sources. These forms hereinafter will be referred to as "Authorization Forms." The tuition charged shall be the published tuition/fee less applicable discounts for these courses. Other fees not specified in this Agreement or on the Authorization Form shall not be paid.
2. For individuals requiring a renewal of the SFWDB Authorization Form, such shall not be issued until receipt of transcript or an acceptable form of progress report. SFWDB students shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.
3. No more than 50% of a program will be comprised of students funded with SFWDB financial resources. The SFWDB will exercise some flexibility with individual training and Customized Training when all participants are expected to be employed by a specific employer upon

graduation. These exceptions/waivers will be considered by the Executive Director on an as needed basis.

4. Training Provider shall provide program as specified in the Training Provider Application. Training Provider shall notify SFWDB of any changes in approved training programs prior to enrollment of any individual referred by Center staff.
5. It is understood and agreed that WIOA and/or Welfare Transition participants will receive a comprehensive objective assessment by our Center staff. This assessment will include a determination as to whether the individual possesses reasonable financial supports and the appropriate educational and occupational skills necessary to participate in and successfully complete the training program. A career plan, in the form of an Individual Employment Plan (IEP) or an Individual Development Plan (IDP) will be developed with the adult customer, by Center staff to determine the most appropriate training for each individual. Only those participants determined to be in need of training through this objective assessment will be referred to Training Provider by Center staff. Execution of this Agreement does not guarantee referral of applicants to the Training Provider. The Training Provider is not authorized to enroll the participants into additional training courses or programs without prior written consent of Center staff.
6. Training Provider agrees that each individual referred by Center staff for training will be evaluated for all financial aid eligibility normally available to Training Provider students. Students eligible for WIOA and/or Welfare Transition assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA and/or Welfare Transition participants. WIOA and/or Welfare Transition participants shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Provider.
7. Training Provider agrees to coordinate with Center staff on matters related to financial assistance programs under Title IV of the Higher Education Act (HEA). Training Provider agrees that where student financial aid programs for post-secondary education are available, Training Provider shall ensure that these funds are utilized first and that the WIOA and/or Welfare Transition funds provided by SFWDB do not duplicate funds otherwise available in the area. HEA includes programs such as Pell Grant; Supplemental Education Opportunity Grant; Workstudy; Perkins Loan; Family Education Loan Program – including Stafford, PLUS, Supplemental Loans for Students; and the Direct Loan Demonstration.
8. Training Provider agrees to notify Center staff in writing of any financial aid provided to WIOA and/or Welfare Transition students. It is the responsibility of the Training Provider to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The Authorization Form will specify the expenses that will be paid for by WIOA, Welfare Transition, and/or other workforce funds. The Training Provider shall adhere to the plan of action established as to the disposition of the Pell Grant for individual participants.
9. Training Provider will seek and coordinate other funding sources for the WIOA and/or Welfare Transition student. The types and amounts of these other funding sources will be made available to Center staff and SFWDB through the Authorization Form.
10. Training Provider agrees to provide job placement assistance to students. Payment of the \$250 incentive will be based on successful credential and employment of the student, as noted below in Section B., 3.

11. Training Provider acknowledges and understands that remuneration to attract WIOA and/or Welfare Transition students is prohibited.

B. PERFORMANCE

1. REPORTING

Reporting performance is a requirement of this agreement. Training Providers must supply performance information to the SFWDB and to the Florida Department of Education (DOE) or appropriate agency. DOE reporting may be through the Florida Education and Training Placement Information Program (FETPIP) or the Commission for Independent Education (CIE). The Training Provider shall understand that subsequent/continued eligibility will be based, in part, on data reflecting favorable outcomes as verified by these agencies. Unless otherwise requested, the required performance information to be reported to SFWDB will be:

EXAMPLE:

Activity	Definition	#
A. Still Actively in Training	Still attending <u>this</u> training program	14
B. Program Completers	Have met program requirements, received documentation (certificate, degree, diploma, credential) & demonstrated industry-recognized skills.	31
C. Program Non-Completers – with Exclusions	Have not completed due to exclusion (Institutionalized; Providing family care; Receiving medical treatment that precludes participation or employment; Reservist called to active duty; Deceased)	12
D. Program Non-Completers – without Exclusions	All other non-completers who did not have exclusions.	7
E. <u>All</u> Enrolled/Started	Total of A., B., C., & D.	64
F. Employment	Working for pay or profit. This includes employment of Completers, all Non-Completers and Still Active in Training who are working.	25
G. Employment Related to Training	Found Employment Related to Training.	20
H. Not Employed – Continued Education <u>after</u> This Program	Completed <u>this</u> training program but not working because continuing training with this or any educational institution	2
I. Awarded a Recognized Postsecondary Credential	Received industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State or Federal Government, or an associate or baccalaureate degree.	30
Measure	Rate Calculation	Rate
J. Program Completion Rate	Completers divided by (Completers + Non-Completers without Exclusions) $B \div (B + D)$	$31 \div 38$ 82%
K. Found Employment Rate (for Completers only)	Employed divided by Completers $F \div B$	$25 \div 31$ 81%
L. Found Employment Rate (All)	Employed divided by (Completers + Non-Completers without Exclusions minus Not Employed, Continued Education after This Program). $F \div (B + D - H)$	$25 \div (31 + 7 - 2)$ 69%
M. Found Employment Related to Training Rate	Employed Related to Training divided by Employed $G \div F$	$20 \div 25$ 80%
N. Average Hourly Wage at Placement (for <u>your</u> students for <u>this</u> program)	Added hourly wages of Employed divided by number Employed e.g. $(\$17.85 + 10.34 + 15.05) \div 3 = \14.41	\$14.41

Performance should be reported for the most recent complete reporting period/cohort. This means that Completers have been provided time to successfully complete classroom, clinicals, labs, and testing for certification/licensure. In addition, if students from the most recent cohort have not had enough time (3 months) to find employment, the school may submit data from the previous cohort.

2. EMPLOYMENT RATES

Board staff will collect and review employment information to ensure that training programs are resulting in employment. Each program will be calculated individually. The Employment Rate will be calculated by using the number of students starting employment (before or after completing training) divided into the number of students enrolled and scheduled to complete training in that program, whether they completed the training or not. Students with Exclusions as noted above will not be counted against Program Completion Rate or Found Employment Rate. Students who completed the program and are now advancing their education/continuing training with your educational institution or any educational institution will not be counted against Found Employment Rate. Data being used may be that collected by SFWDB staff for students funded through the SFWDB, as well as the most recent data reported by the Training Provider for all students for that program.

Programs with a 60% or higher employment rate will be designated on the Eligible Training Provider List (ETPL) as “Meets or Exceeds 60% Employment Standard.” Programs with an Employment Rate of less than 60% will be designated as “Does Not Meet 60% Employment Standard.” Schools with programs that do not meet the standard will receive a written notice with a deadline to provide revised performance information or a performance improvement plan. Failure to provide any information may result in programs being suspended/removed from the ETPL. Failure to demonstrate improvement may result in programs being suspended/removed from the ETPL until performance improves. New programs that have not yet accumulated data will be maintained on the list. Some flexibility may be considered on a program-by-program basis.

3. INCENTIVE FOR TRAINING PROVIDERS

\$250 for Credential & Employment: As long as funds are available, the Training Provider may receive \$250 when a student funded through the SFWDB receives a certificate of completion and begins employment at the minimum Entry Level Wage established for the SFWDB Regional Targeted Occupations List for July 2018 – June 2019, as follows:

- \$12.17 per hour for Education Code 3 - Post Secondary Adult Vocational Certificate - Occupations that generally require completion of Career and Technical training. Some programs last only a few weeks while others may last more than a year. In some occupations, a license is needed that requires an examination after completion of the training.
- \$14.97 per hour for Education Code 4 - College Credit Certificate, Applied Technology Diploma, Associate of Applied Science, Associate Degree - Occupations that generally require the completion of a college credit credential. College Credit Certificate and Applied Technology Diplomas are specialized college credit credentials that vary in length. Associate of Applied Science and Associate Degree generally require at least 2 years of full-time equivalent academic work.

- \$18.72 per hour for Education Code 5 - Bachelor Degree - Occupations that generally require a Bachelor Degree. Completion of the degree program generally requires at least 4 years, but not more than 5 years, of full-time equivalent academic work.

The Training Provider must submit an invoice to the referring CareerSource Southwest Florida center with documentation indicating the student has received a certificate of completion and is employed. This information must be submitted within 90 days of the employment start date and within 180 days of completion of training. Requests for payment for students who become employed prior to completion of program will be considered. Center staff will ensure that data elements listed below are provided by the training provider:

- Student name and last 4 digits of social security number
- Training end date
- Copy of certificate of completion received
- Employer name and contact information
- Job Title
- Job Start Date
- Actual Hourly Wage
- Hours per week

C. AGREEMENT PERIOD

This Agreement will become effective on the date on which it has been signed by both parties and will end on **June 30, 2020**. Training Provider must meet minimum levels of performance. Program performance and costs will be reviewed at least annually. This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA and/or Welfare Transition participants already enrolled in training.

D. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to Training Provider by Center staff as evidenced by a valid SFWDB "Authorization Form," as noted above in Section A., 1. Tuition or other payments will be made to Training Provider only for those individuals enrolled in and receiving training.
2. Training Provider shall forward to Center staff an Authorization Form and written invoice for this tuition/fee at the time a student referred begins training and becomes eligible for invoicing. This invoice is payable to Training Provider upon receipt in accordance with payment procedures listed below.
3. Training Provider shall, in conformity with the general refund policies of Training Provider, refund to the SFWDB such tuition/fees, which are paid by the SFWDB for individuals who enroll in and begin training but drop out of courses.
4. The SFWDB shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to SFWDB for approval. Changes must be reviewed and accepted by SFWDB prior to implementation.

6. With the executed copy of this Agreement, the Training Provider will supply SFWDB with a copy of its written policies concerning refunds, cancellations, attendance and withdrawals. These policies must be applied to the students funded with SFWDB financial resources the same as they would apply to any student funded with other financial resources. The Training Provider agrees not to accept a voucher that was transferred to any other student.
7. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.

Payment Procedure

- a) Training Provider is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for training services under this Agreement shall be based on the Training Provider's response on the Training Provider's Application and will not exceed the SFWDB cap, to be determined annually. Payments will generally include tuition, lab fees, registration fees, other fees, industry-recognized occupational testing and licensing. Payment made for books, tools, uniforms, equipment or supplies required for all students may require direct payment to the school rather than to a third party. The Training Provider will receive funds based on the information contained on the Authorization Form and from the coordination of other funding sources available to the student.
- b) To receive reimbursement, the Training Provider must submit an official Authorization Form and invoice, supported by back-up documentation on costs, within sixty (60) days of participant's last day of attendance. The payment request should be addressed to the referring Center.
- c) Invoices accepted for payment will generally be paid within thirty (30) days of receipt.
- d) Authorization Forms and Invoices not accepted for payment will be returned to the Training Provider with an explanation.

E. RECORDS

1. Training Provider shall provide to the Center staff monthly progress reports indicating both the progress and attendance of the participant and signed by student and instructor or qualified school representative.
2. Training Provider shall notify Center staff within 5-10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report.

F. ACCESS TO RECORD & MONITORING

Training Provider shall make available to the SFWDB, the State of Florida, United States Department of Labor, Comptroller General of the United States, and Workforce Florida, Inc., or their designated representatives, any books, documents, papers, records including computer records of Training Provider as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and photocopies. This right includes timely and

reasonable access to Training Provider personnel for the purpose of interviews and discussions related to such documents.

G. AUDITS

If applicable, Training Provider shall provide for an independent certified audit conducted in accordance with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB), Audits of Institutions of Higher Education and Other Non-Profit Institutions, Audits of State and Local Governments, and any other specific requirements imposed by the Board.

H. ASSIGNMENTS AND SUBCONTRACTS

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

I. TERMINATION FOR CONVENIENCE/DEFAULT

1. The SFWDB or Training Provider may terminate this Agreement for convenience when it is in the best interest of the SFWDB or Training Provider. The SFWDB may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and the Training Provider has thirty (30) days after the effective date to bill for payment. The Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.
2. The SFWDB or Training Provider may terminate this Agreement when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If the Training Provider fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, the SFWDB will notify the Training Provider of such unsatisfactory performance in writing. The Training Provider has ten (10) working days from receipt of notice in which to respond with a plan agreeable to the SFWDB to correct said deficiencies. Upon failure of the Training Provider to respond within the appointed time or failure of the Training Provider to respond with appropriate plans, the SFWDB will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, the SFWDB shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by the SFWDB within thirty (30) days of termination date.

The Training Provider shall give the SFWDB written notice of any perceived breach, and shall give the SFWDB ten (10) working days to cure any perceived breach under the Agreement.

SFWDB reserves the right to automatically terminate an Individual Training Account (ITA) if 1) participant drops out of training; 2) fraud has been committed by any party involved; or 3) Training Provider fails to invoice within sixty (60) days of participant's last day of attendance.

J. AMENDMENTS/NOTIFICATIONS

1. The SFWDB reserves the exclusive right to amend, modify or extend this Agreement with written agreement of Training Provider. However, mandatory changes in regulations, policies or law will be unilaterally amended by the SFWDB and will be effective upon the receipt by the Training Provider of a written notice of change signed by the SFWDB Executive Director.

Any changes with the new Workforce Innovation and Opportunity Act (WIOA) will be forwarded when available.

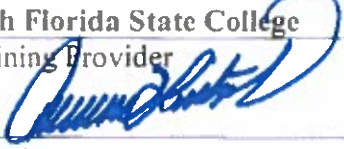
2. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.
3. All notices under this Agreement shall be given in writing to the parties at:

If to Training Provider: **South Florida State College
600 West College Drive
Avon Park, FL 33825**


If to SFWDB: **Mr. Joe Paterno, Executive Director
Southwest Florida Workforce Development Board, Inc.
dba CareerSource Southwest Florida
9530 Marketplace Road, Suite 104
Fort Myers, FL 33912**

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

K. SIGNATURES - IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below the respective signatures.

South Florida State College
Training Provider

Signature

Thomas C. Leitzel, President
Printed Name and Title
5-23-18
Date

**Southwest Florida Workforce Dev. Board, Inc.
dba CareerSource Southwest Florida**

Signature

Joe Paterno, Executive Director
Printed Name and Title
5-24-18
Date