



OFFICE OF THE PRESIDENT

Item 5.3.2

PRESENT TO BOARD: MARCH 28, 2018

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: TRAINING PROVIDER AGREEMENT – CAREERSOURCE HEARTLAND

Approval is requested to **renew** a training provider agreement between CareerSource Heartland and South Florida State College for the purpose of delivering adult education and literacy services and career and technical education programs under the Workforce Innovation and Opportunity Act in DeSoto, Hardee, and Highlands counties. This agreement renews annually.

SUGGESTED MOTION:

Move to approve the renewal agreement between CareerSource Heartland and South Florida State College as presented.

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

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

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) sets forth the terms and conditions of the agreement between South Florida State College (hereinafter SFSC), and CareerSource Heartland (hereinafter CSH or “the Workforce Board”), for the delivery of adult education and literacy services and career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 provided pursuant to H.R. 83/ Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), §121, which indicates that infrastructure costs of one-stop delivery systems must be shared by all required partners of the system; and partners shared costs are to be outlined in a memoranda of understanding.

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

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

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

WHEREAS, SFSC is committed to encouraging the free exchange of ideas in an environment that embraces honesty, fairness, personal responsibility, and ethical leadership; seeking opportunities to enhance achievement and success in local and world communities; embracing cultural diversity, inclusiveness, collaboration, mutual respect, responsive and productive partnerships, and the sharing of resources; providing opportunities for students and staff to succeed in a highly competitive environment so that they can become effective lifelong learners; and providing high-quality, innovative, and flexible teaching and learning opportunities in a learning-centered environment; and

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

WHEREAS, both parties recognize that both adult education and literacy services and career and technical education programs are critical components of workforce/talent development in the one-stop delivery system; and

WHEREAS, individuals who can benefit from adult education and literacy services and career and technical education programs can be expeditiously served using a shared referral/placement concept through the local one-stop delivery system.

NOW, THEREFORE, SFSC and CSH have come together to collaborate and establish the organizational framework to integrate the delivery of program services offered by SFSC and CSH to provide such services in a coordinated, seamless, and customer-friendly manner.

I. SFSC will:

- A. Participate in activities associated with assessing related organizational performance and developing and carrying out improvement plans as appropriate. It is expected that these activities will include full integration of workforce development services by and between SFSC and CSH so that services will be delivered in a seamless manner.
- B. Be familiar with the array of services provided in the one-stop service delivery system.
- C. Provide adult education and literacy services to eligible customers, including, General Educational Diploma and English for Speakers of Other Languages options to:
 - 1. assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
 - 2. assist adults who are parents or family members to obtain the education and skills that
 - a. are necessary to becoming full partners in the educational development of their children; and
 - b. lead to sustainable improvements in the economic opportunities for their family;
 - 3. assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, and through career pathways; and
 - 4. assist immigrants and other individuals who are English language learners in improving their:
 - a. reading, writing, speaking, and comprehension skills in English; and
 - b. mathematical skills.
- D. Provide career and technical educational programs in a variety of different disciplines in both college credit and degree programs. Many of these programs include career pathways to help students obtain stackable credentials enroute to earning a degree.
- E. Provide assistive technology and devices to enable individuals with various disabilities to benefit from available educational opportunities.
- F. Provide services and tutoring, as appropriate, through face-to-face and online options.
- G. Provide integrated adult education and literacy activities concurrently with career and technical education workforce preparation and training, as appropriate.
- H. Refer job seekers to CSH.
- I. Satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

II. CSH will:

- A. Participate in activities associated with assessing related organizational performance as well as developing and carrying out improvement plans, as appropriate. It is expected that these activities will include full integration of workforce development services by and between SFSC and CSH so that services will be delivered in a seamless manner.

- B. Be familiar with the array of services provided by the both SFSC's adult education and literacy and career and technical education programs.
- C. Provide workforce development services to eligible customers. Examples of services include:
 1. Resource room with online access to career and employment websites and "how-to" library of career-related resources;
 2. General assessment, and career guidance;
 3. Job readiness workshops;
 4. Assistance with resume development and interview skills;
 5. Referrals to jobs matching personal qualifications;
 6. Job placement assistance;
 7. Provision of labor market information;
 8. Provision of information on available training programs; and
 9. Funding for traditional or work-based training.
- D. Refer potential students to SFSC.

III. CSH and SFSC will:

Perform those responsibilities as required by the Workforce Innovation and Opportunity Act and, as appropriate for each entity, toward the development of a workforce talent-development system, such as:

- A. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
- B. Provide access and opportunities to all job seekers, including individuals with barriers to employment, and individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- C. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce.
- D. Participate in rigorous evaluations that support continuous improvement of one-stop systems by identifying which strategies have proven more effective for targeted populations.
- E. Ensure that high-quality integrated data are provided to policymakers, employers, and job seekers as necessary tools for making informed decisions.
- F. Develop referral processes that enhance customer-friendly service and avoid duplication of efforts and data.
- G. Provide links to each other's websites to promote program awareness and to provide information to customers concerning services available within the workforce system.
- H. Use technology wherever possible to enhance service delivery.

IV. Cost Sharing/Resource Sharing

A. SFSC will provide, at their cost:

1. Adult Education and Literacy Services:

- a. Infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;
- b. Assistive technology and equipment for individuals with disabilities;
- c. Software for online application, registration, literacy and numeracy skills development, and tutoring; and
- d. Telephonic connectivity to answer inquiries and assist with on-line application, registration, individual plan development, and literacy and numeracy skills development.

For adult education and literacy services, SFSC will provide in-kind services calculated at \$14,816.83. This includes \$2,176.53 for facility use, \$1,259.57 for online software use, and \$11,380.73 for employee costs.

Facility in-kind funding is calculated at \$17.82/nsf for the Adult Education office spaces and testing center, multiplied by the percentage of CareerSource Heartland use.

Adult Education:	\$1,259.62
Testing Center:	\$ 916.91

CSH Adult Education students will have access to coursework through subscription software provided by SFSC, which allows CSH referrals to participate online at the CSH site. The cost share for these students totals \$1,259.57.

Employee in-kind funds are calculated using salary plus benefits multiplied by percentage of CSH use. The in-kind for the Testing Center employees to schedule, administer, and process paperwork related to TABE tests is 1.53%, based on CSH use; for Adult Education office staff to handle inquiries and process all related paperwork is 15.40%; and for the SFSC Admissions Coordinator to process applications for CSH referrals is 2.6% of her annual time.

Testing Center Employees:	\$2,953.56
Adult Education Staffing:	\$7,239.39
Coordinator, Admissions:	\$1,187.78

2. Career and Technical Education Programs:

- a. Infrastructure such as classrooms and facilities to include working and computer labs and all related utility fees;
- b. Assistive technology and equipment for individuals with disabilities;
- c. Software for online applications and registration; and
- d. Telephonic connectivity to answer inquiries and assist with on-line applications, registration, and individual plan development.

For career and technical education programs, SFSC will provide in-kind services calculated at \$4,731.62. This includes \$729.63 for facility use and \$4,001.99 for employee costs.

Facility in-kind funding is calculated at \$17.82/nsf for the office and copying spaces used to process and administer Perkins Funds for career and technical education programs which totals \$729.63.

Employee in-kind funding is calculated using salary plus benefits multiplied by percentage of time allocated to applying for and administering Perkins Funds for career and technical education programs. The in-kind for the time spent by the Administrative Assistant to the Dean, Applied Sciences and Technologies to develop, submit, administer, and process paperwork related to Perkins Funding for the career and technical education programs is 10.55% of her annual time which equates to \$4,001.99.

- B. CSH will provide: (as related to career and job search activities)
 - 1. Infrastructure such as a resource room, equipment and computers, and all related utility fees;
 - 2. Related assistive technology and equipment for individuals with disabilities;
 - 3. Software and materials for career search and job matching; and
 - 4. Computers and telephone access for customers to assure provision of electronic connectivity to SFSC for completion of applications, registrations, literacy and numeracy skills development, and receipt of tutoring.

V. Method of Referral

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, SFSC will refer all customers to CSH for work registration. As appropriate, CSH will refer potential students to SFSC. A referral process will be developed to enhance customer service and minimize duplication of information. Placements may be shared among agencies as each partner specializes in distinct services.

- A. CSH is the designated referral agent for WIOA, Welfare Transition (WT), and Trade Adjustment Act (TAA) programs, and acts as the referral agent for WIOA, WT, and/or TAA participants.
- B. STATEMENT OF WORK FOR ADULT EDUCATION AND LITERACY SERVICE AND CAREER AND TECHNICAL EDUCATION PROGRAM DELIVERY
 - 1. Eligible individuals referred by CSH for adult education and literacy and career and technical education program services shall be enrolled in the approved course(s) specified on the CSH voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the voucher.
 - 2. For individuals requiring a renewal of the CSH voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of SFSC.
 - 3. SFSC shall provide the training program(s) Adult Basic Education (ABE), General Education Diploma (GED), English for Speakers of Other Languages (ESOL), as well as a variety of career and technical education programs and shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
 - 4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH staff to determine the most appropriate course for each individual. Only those participants determined to be in need of education through this objective assessment will be referred to SFSC by CSH staff. SFSC is not authorized to enroll participants into additional training programs without prior written consent of CSH.

5. SFSC agrees that each individual referred for education will be evaluated for all financial aid eligibility normally available to SFSC students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges, and benefits available to the general student population of the SFSC. CSH will not pay out-of-state tuition rates for WIOA, WT, and/or TAA students. CSH staff will not knowingly refer an individual who is unable to verify residency. SFSC is under no obligation to accept a referral for an individual who is unable to verify residency.
6. SFSC agrees to notify the CSH Chief Programs Officer (CPO), in writing, of any financial aid provided to WIOA, WT, and/or TAA students. It is the responsibility of SFSC to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The voucher will specify the expenses that will be paid for by WIOA, WT, and/or TAA funds.
7. SFSC acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

C. FETPIP REPORTING

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

As a requirement to maintain subsequent eligibility, SFSC is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

The required performance information for all students will be:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment
- Percentage who completed the program
- Retention rates for completers at 6 months
- Wages for completers at 6 months
- Rates of licensure, degree or certification attainment

Signed compliance assurance required. See Exhibit A – FETPIP Reporting.

D. ADA COMPLIANCE

Agreements with CSH include assurance that SFSC's facilities are ADA Compliant.

Signed compliance assurance required. See Exhibit B – ADA Compliance, indicating that accessibility to administrative and programmatic/training site(s) is within the required guidelines.

E. AGREEMENT PERIOD

This Agreement becomes effective when executed by the last party below, and will remain in force until June 30, 2021. This MOU shall be reviewed by SFSC and CSH not less than once every three-year period to

ensure appropriate delivery of services, and may be renewed by mutual agreement of the parties for an additional three (3) year period.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT, and/or TAA participants already enrolled in classes.

F. PAYMENT AND DELIVERY OF ADULT EDUCATION AND LITERACY SERVICES

1. Tuition payments will be considered only for those individuals referred to SFSC by CSH staff as evidenced by a valid CSH voucher. Tuition or other payments will be made to SFSC only for those individuals approved by CSH who are enrolled in and receiving training.
2. SFSC shall forward to the CareerSource Heartland Administrative Office, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, the original signed voucher along with a written invoice for tuition/fees for eligible students. Invoices are payable to SFSC upon receipt in accordance with payment procedures listed below.
3. SFSC shall, in conformity with the general refund policies of SFSC, refund CSH such tuition/fees which are paid for individuals who enroll in and begin training but drop out of courses.
4. CSH shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. For customer vouchers, any changes in SFSC's tuition and fees must be submitted in writing with justification to CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, SFSC will provide CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to students referred by CSH in the same manner as SFSC's general student population. SFSC agrees not to accept a voucher that was transferred to any other student.
7. SFSC acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
8. Payment Procedure
 - a. SFSC is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for education services under this Agreement shall be based on SFSC's attached course description. SFSC will receive funds based on the information contained on the voucher and from the coordination of other funding sources available to the student. SFSC will not charge CSH referrals any fees outside the standard and agreed-upon rates.
 - b. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.

G. RECORDS

Upon request, SFSC shall provide to CSH* progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*refer to CSH Contact Information)

SFSC shall notify the appropriate CSH representative* within 5-10 days of participant's completion or termination/drop from a training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report. (*refer to CSH Contact Information)

H. ACCESS TO RECORD & MONITORING

SFSC shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida, Inc., or their designated representatives, any books, documents, papers, letters, records (including computer records) of SFSC as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts, and electronic document copies (scans or photocopies). This right includes timely and reasonable access to SFSC personnel for the purpose of interviews and discussions related to such documents.

I. AUDITS

If applicable, SFSC shall provide for an independent, certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB)/Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments.

J. ASSIGNMENTS AND SUBCONTRACTS

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

K. TERMINATION FOR CONVENIENCE/DEFAULT

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

Upon failure to respond within the appointed time or with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

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

SFSC shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under the Agreement.

L. AMENDMENTS/NOTIFICATIONS

CSH reserves the right to amend, modify, or extend this Agreement, with written acknowledgement of SFSC. Mandatory changes in regulations, policies, or law will be unilaterally amended by CSH and will be effective upon the receipt by SFSC of a written notice of change signed by the CSH President/CEO.

NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)

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

South Florida State College Thomas Leitzel, Ph.D, President South Florida State College 600 West College Drive Avon Park, Florida 33825	CareerSource Heartland Donna Doubleday, President/CEO CareerSource Heartland 5901 US Hwy 27 S, Suite 1 Sebring, Florida 33870
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If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the person(s) or address(es) to which future notices are to be sent as provided by this paragraph.

SIGNATURES

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

SOUTH FLORIDA STATE COLLEGE

CAREERSOURCE HEARTLAND



Thomas Leitzel, Ph.D
President

Donna Doubleday
President/CEO

3-30-18

2-28-18

Date

Date

Attachments to this document include:

Exhibit A – FETPIP Reporting

Exhibit B – ADA Compliance

Exhibit C – Standard Terms and Conditions

CSH Contact Information



**EXHIBIT A:
Statement of Acknowledgement – FETPIP**

Provider acknowledges that eligibility will be based on data reflecting favorable performance outcomes verified through Florida Education and Training Placement Information Program (FETPIP). FETPIP reporting is required for initial eligibility and to maintain subsequent eligibility.

At minimum, performance information for the most recent reporting period includes:

- The percentage of participants who completed the program
- The percentage of participants who obtained any unsubsidized employment
- The percentage of participants who obtained unsubsidized employment in an occupation related to the program conducted; and
- The wages at placement in unsubsidized employment for all completers.

By signing below, you certify that your school/institution does report to FETPIP, and understand that approval will be based on data reflecting favorable outcomes as reported in FETPIP.

South Florida State College

School Name

Thomas Leitzel, Ph.D

Name & Title of Authorized Official

A handwritten signature in blue ink, appearing to read "Thomas Leitzel", written over a horizontal line.

Signature

3-30-18

Date



**EXHIBIT B:
ADA COMPLIANCE ASSURANCE
Facility Accessibility**

Agreements with CareerSource Heartland include assurance that the provider's facility is ADA Compliant. Please sign below, indicating that accessibility to your administrative and programmatic/training site(s) is within the required guidelines.

Provider assures compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 as amended (which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities), and Section 188 of the Workforce Innovation and Opportunity Act (WIOA), as required, regarding both employment and service delivery as they apply to workforce programs in Florida.

South Florida State College
School Name

Thomas Leitzel, Ph.D [Signature] 3-30-18
Name & Title of Authorized Official Signature Date



EXHIBIT C – STANDARD TERMS AND CONDITIONS

Roles and Responsibilities of Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the state UI agency (20 CFR part 603),
- All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the body of the MOU,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO for Local Workforce Development Area (LWDA) 19, CareerSource Heartland (CSH), shall be the designated Chair of the CSH Executive Board. In partnership with the CSH Local Workforce Development Board (LWDB) and other applicable partners within the planning region, the CEO will, at a minimum:

1. develop and submit a single LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners;
2. approve the LWDB budget and workforce center cost allocation plan;
3. approve the selection of the one-stop operator following the competitive procurement process; and
4. coordinate with the LWDB to oversee the operations of the LWDA CSH Center network.

CareerSource Heartland Local Workforce Development Board

The CSH LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDA and/or the region are met, to the maximum extent possible with available resources. The LWDB, in partnership and collaboration with the CEO and other applicable partners will, at a minimum:

1. develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the local plan and economy, including a description of the activities that shall be undertaken by partners;
2. develop the strategic regional vision, goals, objectives, and workforce-related policies; and
3. design and approve the CSH Center network structure, to include:
 - a) adequate, sufficient, and accessible one-stop center locations and facilities;
 - b) sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
 - c) a holistic system of supporting services; and
 - d) one or more competitively procured one-stop operators.
4. designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
5. determine the role and day-to-day duties of the one-stop operator;
6. approve annual budget allocations for operation of the CSH Center network;
7. help the one-stop operator recruit and negotiate MOUs with operational and new partners;
8. leverage additional funding for the CSH Center network to operate and expand one-stop customer activities and resources; and
9. review and evaluate performance of the LWDA and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities of LWDB staff include, at a minimum:

1. assist the CEO and the LWDB with the development and submission of a single regional plan;

2. support the LWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
3. provide operational and grant-specific guidance to the one-stop operator;
4. investigate and resolve elevated customer complaints and grievance issues;
5. prepare regular reports and recommendations to the LWDB; and
6. oversee negotiations and maintenance of MOUs with one-stop partners.

One-Stop Operator

The duties of the One-Stop Operator are:

- Oversight of the coordination of service delivery among the required one-stop partners and service providers, including assurance that practices are in place to encourage services to individuals with barriers to employment; and
- Provision of quarterly reports indicating how the One-Stop operation was evaluated to determine compliance, including any necessary actions, recommendations or suggestions for improvement.

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

1. effective communication, information sharing, and collaboration;
2. joint planning, policy development, and system design processes;
3. commitment to the joint mission, vision, goals, strategies, and performance measures;
4. the design and use of common intake, assessment, referral, and case management processes;
5. the use of common and/or linked data management systems and data sharing methods, as appropriate;
6. leveraging of resources, including other public agency and non-profit organization services;
7. participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
8. participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Terms and Conditions

Data Sharing

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

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

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

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

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable state and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law.

Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared among the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment (reemployment) insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

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

1. familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the partners' programs represented;
2. develop materials summarizing their program requirements and making them available for partners and customers;
3. develop and utilize common intake, eligibility determination, assessment, and registration forms as much as possible;
4. provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
5. regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
6. commit to robust and ongoing communication required for an effective referral process; and
7. commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by CSH Centers and all partner agencies is essential to meeting the requirements and goals of the CSH Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, accessible location, and offer adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The LWDB will make concerted efforts to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all CSH Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. As needed, an interpreter will be

provided in real time or within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the CSH Center network.

Outreach

The LWDB and its partners will work together to:

1. conduct outreach to recruit the area's aggregate workforce, including targeted efforts for populations most at-risk or most in need;
2. create sector strategies and career pathways; and
3. promote connections to registered apprenticeships.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the LWDA's Grievance and Complaint Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately.

Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LWDB Chair (or designee) and all parties to the MOU regarding the conflict within 10 business days.
3. The LWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the LWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable state and federal laws or regulations governing the partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions.
6. The Executive Committee will provide a written response and dated summary of the proposed
7. resolution to all Parties to the MOU.
8. The LWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The LWDB, or its designated staff, officials from the state and local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

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

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

Non-Discrimination and Equal Opportunity

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

1. political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
2. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
3. the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize this partnership may consist of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Severability

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

Drug and Alcohol-free Workplace

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

Certification Regarding Lobbying

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

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

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

Buy American

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of

the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable federal and state laws and regulations, and Local laws to the extent that they are not in conflict with state or federal requirements.



CareerSource Heartland Contact Information

DeSoto Center
2160 NE Roan Ave.,
Arcadia, Florida 34266
863-993-1008

Hardee Center
324 Sixth Ave. North
Wauchula, Florida 33873
863-773-3474

Contact: Lenora White, Regional Center Branch Manager
863-773-3474 ext. 406
lwhite@careersourceheartland.com

Highlands Center
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870
863-385-3672

Okeechobee Center
207 SW Park Ave.
Okeechobee, Florida 34974
863-610-6000

Shannon Kuen, Center Branch Manager
863-385-3672 ext. 340
skuen@careersourceheartland.com

Shonda Hunter, Center Branch Manager
863-610-6000 x204
shunter@careersourceheartland.com

CareerSource Heartland Administrative Office
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870

Ann Martin, Chief Programs Officer
863-385-3672 x306
amartin@careersourceheartland.com

www.careersourceheartland.com