



# **2020-2024 LOCAL WORKFORCE DEVELOPMENT PLAN**

## **Local Workforce Development Area 14**

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## INTRODUCTION

CareerSource Pinellas is the revitalized Local Area Workforce Board (LWDB) for Pinellas County. The county is an integral part of the Tampa Bay area economic hub, the fourth largest metro area in the Southeastern United States.

Our leadership staff, supported by the board, has successfully navigated change, stabilized operations, fostered an environment of transparency, and realigned our teams with WIOA fundamentals. The work of alignment with WIOA and state-level guidelines, as well as delivering excellent customer service, is an ongoing priority and remains central to our strategic plan for the next four years. Beyond programmatic objectives, our strategy is to continue to grow an agile organization that promotes business engagement, strengthens meaningful connections across partners, and expands our local talent pipeline.<sup>1</sup>

Our nation and local region have experienced one of the longest economic expansions in history and “full employment,” which economists define as the condition where there are so few workers that companies need to begin raising wages to attract help.

In spite of the very positive, pro-business environment, companies, employees, and entry-level workers face a unique set of 21<sup>st</sup> century challenges.

Post-recession, a troubling percentage (over 40%) of households in our region still earn less than the state’s threshold for the basic cost of living<sup>2</sup>, and the emergence of gig-economy jobs and contingent work also contribute to increased insecurity for families.

As baby-boomer generation workers retire, businesses increasingly struggle to find employees with the skill-sets needed to succeed, especially in technology-specific industries such as Finance & Insurance, Manufacturing, Healthcare & Social Assistance, Construction, and Professional, Scientific & Technical Services.

CareerSource Pinellas is executing an ongoing vision and strategy that further engages our business community and expands resources to fill existing skill gaps through targeted training opportunities. As a result, workers will progress on clearer pathways to more stable, higher-paying jobs, and businesses will connect with a talent pipeline of qualified candidates. In support of this initiative, CareerSource Pinellas is partnering with local employer, community, and education partners to develop programs that more closely align with business needs.

Specifically, this new strategic plan outlines an approach that empowers individuals, communities, and employers to realize their full potential through a unified, agile, and responsive workforce and economic development system.

The comprehensive four-year plan submitted by CareerSource Pinellas under WIOA was developed with the Local Workforce Development Board (LWDB) and in partnership with the local

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<sup>1</sup> A Call to Action for Workforce Development Boards, U.S. Department of Labor (2019)

<sup>2</sup> ALICE: A Study of Financial Hardship in Florida, United Way (2018)

chief elected official. The WIOA four-year plan will be effective July 1, 2020 – June 30, 2024. Florida's Department of Economic Opportunity (DEO) and WIOA guidelines emphasize the importance of collaboration and transparency in the development and submission of the plan.

This plan was developed through an inclusive approach that engaged stakeholders, including education partners, community organizations, staff, and local businesses, to provide insights and feedback. Local elected officials, LWDB members, core program partners, and mandatory One-Stop partners are an integral part of the planning process. The plan addresses the coordination of service delivery with the new core programs of Vocational Rehabilitation, Blind Services, and Adult Education. The process for gathering information from stakeholders includes a series of strategic planning focus-group sessions, workforce board meetings, and board presentations. LWDB–Region 14 has also made the plan publicly available online and in open meetings to ensure transparency.

As required, the LWDB revisits and recalibrates the plan in response to changing economic conditions and workforce needs. The enclosed plan accommodates current and future needs of the local workforce investment system, placing an increased emphasis on coordination and collaboration at all levels to ensure a streamlined and positive experience for job seekers, including those with disabilities, and employers. The plan includes the best available information on performance for specific service models, as well as a roadmap to enhance the effectiveness of these programs.

LWDB–Region 14's plan provides a comprehensive view of the system-wide needs of the local workforce development area (LWDA). It also addresses how the LWDB will foster strategic alignment, improve service integration, and ensure that the workforce system is industry-relevant by responding to the economic needs of the LWDA and matching employers with skilled workers. The plan emphasizes continuous improvement of the local workforce system and focuses on customer service excellence, aligning with business- and market-driven principles.

The dynamic exchange of information across a diverse stakeholder community, and the contributions of those who generously shared their insights and expertise, has empowered our organization to 1) execute WIOA directives, 2) meet our vision of increasing the number of individuals who will earn industry-valued, post-secondary degrees or credentials, and 3) expand and support a thriving, regional talent pipeline.

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## KEY DATES

## ON OR BEFORE

<b>Key Dates Sent to Local Boards.....</b>	<b>October 11, 2019</b>
<b>Local Plan Guidelines Issued .....</b>	<b>November 1, 2019</b>
<b>Labor Market Analysis Sent to Local Boards.....</b>	<b>December 6, 2019</b>
<b>Local Plans Due .....</b>	<b>March 16, 2020</b>
<b>WIOA Statewide Unified Plan Due .....</b>	<b>March 30, 2020</b>
<b>WIOA Statewide Unified Plan Approved .....</b>	<b>May 1, 2020</b>
<b>Local Plans Approved .....</b>	<b>June 4, 2020</b>
<b>WIOA Program Year 2020 Begins.....</b>	<b>July 1, 2020</b>

## PUBLIC COMMENT PROCESS

Prior to the date on which the local board submits a local plan, the local board shall:

- (1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA §108(d)(1)).

Public members may view the Local Workforce Development Plan (LWDP) by visiting CareerSource Pinellas' (CSPIN) website or its administrative offices.

Notices for soliciting public comments were promulgated via multiple avenues as follows:

- CareerSource Pinellas website (Attachment F.1)
- Local newspaper, Tampa Bay Times (Attachment F.2)
- Publicly held CareerSource Pinellas board & committee meetings (See board-meeting minutes regarding approval of plan, Attachment E.2)
- Publicly held Pinellas County Board of County Commissioners meeting

- (2) Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).

The Plan was posted for public comments effective February 12, 2020. No comments were received during the 30-day period for public comment.

- (3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d)(2)).

The plan addresses strategic alignment, improved service integration, and coordination of service delivery across business, workforce, education, and community stakeholder constituencies. The process for gathering information included committee focus- and work-

groups, electronic correspondence, data analysis, workforce board meetings, and board presentations. CareerSource Pinellas also posted the plan on its website and solicited local news media for public review and comments. Copies of the plan were made available during publicly held LWDB and Board of County Commissioners meetings, where members of the public attended.

- (4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.

Career Source Pinellas developed the 2020 LWDP via an inclusive approach to gathering system stakeholder feedback and input. Specifically, LWDB members, core program partners, and required One-Stop partners were invited to participate in the strategic planning process with core program providers, including Vocational Rehabilitation and Adult Education.

- (5) Include, as an attachment with the plan to the Governor, any comments expressing disagreement or offering recommendations for continuous improvement, the LWDB's response to those comments, and a copy of the published notice (WIOA §108(d)(3)).

LDWB–Region 14 received no comments during the 30-day period for public feedback.

## FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The implementation of WIOA ensures Florida has a business-led, market-responsive, results-oriented, and integrated workforce development system. The system fosters customer service excellence, ensures continuous improvement, and demonstrates value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce, and economic development networks increases economic prosperity by maximizing the competitiveness of Florida businesses and the productivity of Florida's workforce.

Florida's strategic vision for WIOA implementation is realized by accomplishing these three goals:

- Enhance 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.
- Promote accountable, transparent and data-driven workforce investment 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.
- Improve 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.

## ORGANIZATIONAL STRUCTURE

### (1) Chief Elected Official(s)

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

Name: The Honorable Commissioner Patricia Gerard  
Title: Chair  
Company: Pinellas County Board of County Commissioners  
Mailing Address: 315 Court Street, Clearwater, FL 33756  
Phone: 727-464-3260  
Email: pgerard@co.pinellas.fl.us

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

Local Workforce Development Board–Region 14 (LWDB–14) does not include more than one unit of government.

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

See Attachment H or below link for Interlocal Agreement with Pinellas County:  
<https://careersourcepinellas.com/wp-content/uploads/2019/04/2019-Intelocal-Agreement-Fully-Executed-3-12-19.pdf>

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

See Attachment I or below link for CareerSource Pinellas By-laws:  
<https://careersourcepinellas.com/wp-content/uploads/2019/08/CSPIN-BYLAWS-APPROVED-BY-BCC-072319-FINAL.pdf>

- i. The nomination process used by the chief elected official to elect the local board chair and local board members;

CSPIN By-laws, Article III, Section 5 (page 4),

#### **Appointment of Board Members:**

- A. Members of the CareerSource Pinellas Board of Directors shall be appointed by the Pinellas County Board of County Commissioners subject to the provisions of WIOA and its regulations, and pursuant to the Florida Workforce Innovation Act and policies established by the Governor for the State of Florida. The maximum number of Board members and the categories of membership shall conform to Federal and State legislation,

regulations and policies (but no more than 33 Directors shall be appointed to serve on the Board).

- B. The CareerSource Pinellas Board may make recommendations regarding nominations to the Pinellas County Board of County Commissioners. Such nominations shall be in accordance with the nomination process set forth in the governing statutes and the policies established by the Pinellas County Board of County Commissioners. Appointments to the Board shall be at the discretion of the Pinellas County Board of County Commissioners.
  - C. Members of the Board shall serve at the pleasure of the Pinellas County Board of County Commissioners. The Pinellas County Board of County Commissioners shall have the authority to remove a Director from the Board when it determines that the best interests of the workforce program will be served.
- ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;

CSPIN By-laws, Article IV, Sections 1 and 3 (pages 5 & 6),

**Section 1 – Terms of Membership:**

- A. Members of the Board shall serve for fixed and staggered terms of two years with the exceptions described within these By-laws.
- B. In accordance with the federal law and Florida State law, whenever a mandatory seat on the Board must be filled by an individual occupying a specific position in an organization, agency or institution, their term of office shall not expire except and unless the federal or state statute is amended to exclude the position.
- C. If a member resigns prior to the expiration date of his/her term in office, nominations for filling the vacancy shall be made to the Pinellas County Board of County Commissioners in the same manner as is described within these By-laws. Upon appointment, the new member shall serve the unexpired term of the member whose vacancy he/she is filling.
- D. The Chairman of the Pinellas County Board of County Commissioners, or his or her designee, and the local elected official are not subject to the Board membership term limitations specified herein.

**Section 3 – Revocation of Membership:**

The Board of Directors may, by a two-thirds affirmative vote at a meeting where a quorum has been established, recommend revocation of membership to the Pinellas County Board of County Commissioners for the following reasons:

- A. Should a Board member cease to represent the category to which they were appointed to fill on the Board through change in status;
- B. Disability, illness or inability to perform their duties on the Board;
- C. Unethical or illegal practices or actions, or
- D. Failure to carry out duties, responsibilities, and functions of a Board member as defined in federal and state law, regulations, and these Bylaws.

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

CSPIN By-laws, Article IV, Section 4 (page 6),

**Notification of Vacancies:**

The Chair of the Board will notify the Board of County Commissioners when vacancies occur through written correspondence with the Commissioner assigned to serve on the Board of Directors, the Board of County Commissioners, and any other party designated in writing by the County, and will annually submit written notification of all vacancies at the beginning of each fiscal year.

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

CSPIN By-laws, Article VI, Section 3A (page 9),

**General Committee Membership:**

- A. A committee member, with the exception of an Executive Committee member, may designate an alternate in writing who shall have the powers, including voting, of the committee member when that alternate attends committee meetings in lieu of the committee member. No other proxy voting is allowed.

Article VIII, Section 2B (page 15),

**Voting and Related Party Contracts:**

- B. Each member of the CareerSource Pinellas Board of Directors shall have one (1) vote when present at a meeting of the Board, whether in person or by phone or other type of communication technology. Members may not vote by proxy.

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

CSPIN By-laws, Article VII, Section 1E (page 13),

**Notice, Minutes, etc.:**

- E. The CareerSource Board may allow one or more members to participate in Board and Committee meetings by telephone or other types of communications technology in accordance with state law and provided that access be given to the public at such meetings through the use of such devices as a speaker telephone that would allow the absent member or members to participate in discussions to be heard by other board members and the public to hear discussions taking place during the meeting.

Article VIII, section 1D (page 14),

**Quorum:**

- D. Board members participating by telephone or other types of communications technology will be included as part of the quorum as a quorum does not have to be physically present to conduct business.
- vi. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,

CSPIN By-laws, Article VII, Section 1A-B (page 13),

**Notice, Minutes, etc.:**

- A. Regular meetings of CareerSource Pinellas Board and Committees of the Board shall be held at a place to be determined by the members, at such times and as often as they may deem necessary.
- B. The Chief Executive Official/executive director or his/her designee shall send written notice of each Board and Committee meeting to the members at such times and as often as they may deem necessary.

Article IV, Section 2 (page 5; 2<sup>nd</sup> & 3<sup>rd</sup> paragraphs)

**(De facto) Resignation:**

After two (2) consecutive absences, or three (3) absences in a fiscal year from regularly scheduled meetings of the CareerSource Pinellas Board without an excuse approved by the Chair the Chief Executive Official shall notify the offending director to determine whether that individual wishes to resign their seat on the Board and to notify them that any further unexcused absence in the fiscal year shall constitute grounds for removal of the Board member under Section 3D. The Chief Executive Official shall also notify the Board of County Commissioners of such occurrence.

For members of committees that are not defined persons identified to be members of such a committee by title or position, three (3) consecutive absences from regularly scheduled committee meetings of CareerSource Pinellas, without an excuse approved by the committee chair, shall constitute a de facto resignation of the committee member from that committee. De facto resignation from a committee will not impact the individual's membership on the board or membership on other committees.

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

CSPIN By-laws Article III, Section 4A (page 4),

**Categories of Board Membership:**

- A. The Chairman of the Pinellas County Board of County Commissioners or his/her designee from the Board of County Commissioners, shall fill one of the mandatory seats on the board as appropriate and as established by Federal and State legislation, regulations and/or policies.

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

The Chief Elected Official designates a commissioner to serve on the Board of Directors as well as the Executive, Ad Hoc CEO/Legal Counsel, and Audit Committees. LWDB-14 develops strategic plans, including goals, objectives, and strategies for each committee (One-Stop and Workforce Solutions), and status reports are presented to each committee every quarter. The committee plans are compiled into one organizational plan that is approved by the Board of Directors. The Chief Elected Official is given the opportunity to provide input and approve these local plans as they are developed.

This plan will be provided to the Chief Elected Official for review and input prior to release for public comment and will be brought again before the Chief Elected Official for approval prior to submission to CareerSource Florida.

The Chief Elected Official also conducts legal reviews of all agreements between Pinellas County and Career Source Pinellas. The agreements are then approved by the Board of County Commissioners and included as attachments in the Local Workforce Development Plan.

## **(2) Local Workforce Development Board (LWDB)**

- A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.

Name: Karla Leavelle  
Title: Founder  
Company: Human Capital Advisors  
Mailing Address: 700 E. Boynton Beach Blvd, Suite 1101,  
Boynton Beach, FL, 33435  
Phone: 703-626-4333  
Email: [karla@humancapitaladvisors.com](mailto:karla@humancapitaladvisors.com)

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

Name: The Honorable Commissioner Patricia Gerard  
Title: Commissioner  
Company: Pinellas County Board of County Commissioners  
Mailing Address: 315 Court Street, Clearwater, FL, 33756  
Phone: 727-464-3360  
Email: [pgerard@co.pinellas.fl.us](mailto:pgerard@co.pinellas.fl.us)

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



LWDB–Region 14 develops strategic plans, including goals, objectives, and strategies for each committee (One-Stop and Workforce Solutions); status report updates are provided to each committee every quarter. Committee plans are compiled into one organizational plan that is approved by the Board of Directors. Board-members have the opportunity to provide input, approve, and change these local plans each year as they are developed at both the committee and board level. The local strategic plan is incorporated into this response where applicable.

LWDB–Region 14 also conducts legal reviews of all agreements between the Chief Elected Official and LWDB, and the agreements are then reviewed and approved by the LWDB. Those agreements are included as attachments to this plan.

This plan was provided via email to all board members and committees of the LWDB for their review and input prior to and during the public comment period. It was then brought before the full LWDB for their approval prior to submission to CareerSource Florida.

**(3) Local Grant Sub-recipient** (local fiscal agent or administrative entity)

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

WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas (CSPIN) serves as the fiscal agent through an agreement with the Chief Elected Official.

- B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430

WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas (CSPIN) is incorporated in the state of Florida and has a 501 C(3) designation from the IRS.

- C. Identify if a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy [2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy](#).

The administrative entity for LWDB–Region 14 is WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas (CSPIN). CSPIN operates as the local sub-grant recipient and local fiscal agent for all WIOA and workforce development programs operating within the Local Workforce Development Area (LWDA). The board has developed appropriate firewalls between staff providing services and staff responsible for oversight and monitoring of services. The same person or department does not both provide services and oversee the provision of those services.



The board's committee structure is fully described in CareerSource Pinellas' By-laws, with a full description of each committee's functions and the responsibilities of each. The Committee structure is specifically designed to empower the board to perform its fiduciary, policymaking, goal setting, and oversight responsibilities.

For example, the responsibilities of program development and implementation, as well as infrastructure, are assigned to the One-Stop Committee, oversight for business services and economic development activities falls under the purview of the Workforce Solutions Committee, and the responsibilities of budgeting and monitoring are assigned to the Finance Committee. CSPIN's ad-hoc Compensation Committee actively oversees internal staff and HR issues, such as benefits, HR policies, and employee performance guidelines.

Committees operate and report independently, with final approval and oversight for any proposed actions falling to the Board of Directors. A separate Audit Committee comprised of members of the Pinellas Board of County Commissioners and CareerSource Pinellas Board members provides additional oversight.

The scope and leadership of each CareerSource Pinellas Board committee ensure a deliberate, continuous pattern of identifying the needs of its customers and the community, as well as development of effective short- and long-range goals. The committees establish best practices for monitoring program services, outcomes, and overall program performance, and the ongoing review process facilitates integration of stakeholder feedback into the planning process.

As described in the CareerSource Policy 2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy, each board member must complete a Disclosure and Certification of Conflict of Interest in a specific contract form. Our policy requires notification of conflicts of interest regarding board members and board employees to be disclosed prior to the board's vote to approve contracts. A board member who benefits financially or who has a relationship with the contracting vendor must abstain from the vote, and the contract must be approved by a two-thirds vote of the board after a quorum has been established.

Active and ongoing board-committee engagement results in the following:

- A. All programs directly delivered by CareerSource Pinellas are formally monitored on an annual basis and are also subject to unannounced and random monitoring throughout the program year. Monitoring activities are reported in detail to the One-Stop Committee and made available for further review.
- B. Programmatic monitoring includes –
  - i. Analysis of data;
  - ii. Comparison of actual processes against policy;
  - iii. Compilation and delivery of a monitoring report within thirty (30) calendar days of the end of the monitoring;
  - iv. Development of a plan for corrective action(s) (if necessary); and
  - v. Prompt implementation of corrective action(s).

The establishment and adherence to board best-practices result in a sufficient “firewall” between the Board of Directors of CareerSource Pinellas and the conduct of LWDA operations. The board and its staff will have sole authority for the oversight, monitoring, and evaluation of the performance of the One-Stop Operator.

#### **(4) One-Stop System**

- A. Describe the local one-stop system (including the number, type and location of the comprehensive center(s), and other service delivery points).

CareerSource Pinellas currently has five One-Stop locations as follows:

##### **Full-Service One-Stop Centers:**

- **CareerSource Pinellas – South County** (Square Feet 12,000)  
3420 8th Avenue South, St. Petersburg, FL 33711
- **CareerSource Pinellas – Gulf to Bay** (Square Feet 10,418)  
2312 Gulf-to-Bay Boulevard, Clearwater, FL 33765

##### **Satellite One-Stop Centers:**

- **CareerSource Pinellas – Tarpon Springs** (130 Square feet and shared space of approximately 1,200 square feet.)  
St. Petersburg College Campus  
682 E. Klosterman Road, Tarpon Springs, FL 34689
- **CareerSource Pinellas – EpiCenter Career Center** (shared space with St. Petersburg College Workforce Institute)  
St. Petersburg College EpiCenter Campus  
3805 58th Street North, Suite 1-401, Clearwater, FL 33760
- **CareerSource Pinellas – Clearview Adult Education Center**  
3815 43<sup>rd</sup> Street  
St. Petersburg, FL 33714

Saint Petersburg (South County) and the Clearwater (Gulf to Bay) centers are full One-Stop centers providing resource room access, WIOA (Adult, Dislocated Workers [DW] and Youth), Welfare Transition Program (WTP), Temporary Assistance for Needy Families (TANF), Wagner-Peyser (WP), Veteran Services, Supplemental Nutrition Assistance Program (SNAP), Ticket to Work (TTW)-Disability Navigator, Reemployment Services, and Eligibility Assistance (RESEA).

Career Source Pinellas Tarpons Springs, EpiCenter, and Clearview locations are One-Stop satellite centers providing resource room access, WIOA (Adult, Dislocated Worker, and Youth), WP, and Veteran Services. The centers also provide quality referrals or internet access to all other services available at full-service One-Stop centers.

- B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

All full-service offices are open daily from 8:00 am – 5:00 pm. Extended hours are available based on location and customer needs.

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

Kaiser Group, Inc., d/b/a Dynamic Workforce Solutions, was selected through a competitive procurement process to serve as the contracted One-Stop Operator.

**The One-Stop Operator will provide the following services:**

- i. Assist in the maintaining of linkages between mandatory One-Stop partners;
- ii. Coordinate quarterly meetings with all designated partners;
- iii. Assist in the identification of appropriate clauses for all Memorandum of Understanding with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers;
- iv. Assist and encourage One-Stop partners to use the principles of universal design in their operations to ensure customer access;
- v. Identify practices that encourage designated One-Stop partners to provide services to individuals with barriers to employment; and
- vi. Manage, track, and oversee customer satisfaction initiatives.

**The One-Stop Operator will not deliver direct services and will not:**

- i. Convene system stakeholders to assist in the development of the local plan;
- ii. Prepare and submit the local plan;
- iii. Be responsible for oversight of itself;
- iv. Manage or significantly participate in the competitive selection process for One-Stop operators;
- v. Select or terminate One-Stop operators, career service providers, or youth providers;
- vi. Negotiate local performance accountability measures; and
- vii. Develop and submit the budget for activities of our local CareerSource Board.

**The One-Stop Consortium consisting of partner agencies will:**

- i. Coordinate the implementation of the consolidated, comprehensive employer and job seeker marketing plan for the One-Stop system;
- ii. Facilitate and support service integration via implementation of policies and procedures that support service delivery best practices, and serve as liaison to facilitate coordination among partners;

- iii. Build strong collaborative partnerships among the partners of the One-Stop system via active participation in an advisory committee comprised of partner agencies. Promote cross-training and other methods designed to enhance working relationships of the partners;
  - iv. Promote quality management throughout the One-Stop system and among the partners;
  - v. Continually assess One-Stop network partner performance via:
    - Monitoring of, and reporting regarding, performance related to standards and goals established by state and federal legislation, and recommending additional standards or goals to the One-Stop Committee, to assure the provision of quality services; and
    - Determining the level of customer satisfaction through surveys and other local evaluation techniques as deemed necessary;
  - vi. Encourage partners and their staff at all levels to work creatively as entrepreneurs in building working partnerships;
  - vii. Provide assistance for maintenance of Memoranda of Understanding (MOUs) with the partners that specify the roles and responsibilities of each partner; the MOUs identify services and resources provided, as well as funds allocated, for the partners' support of the One-Stop system; and
  - viii. Cooperate with assessments of the One-Stop system performed by an outside entity.
- D. Identify the entity or entities selected to provide career services within the local One-Stop system.

CareerSource Pinellas provides direct services, as approved by CareerSource Florida. Youth services are also contracted via our local Youth Provider, the Pinellas Education Foundation, which is an organization that maintains strong partnerships within the Pinellas Schools network.

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

CareerSource Pinellas has been approved through CareerSource Florida, as extended through Program Year 2019-2020, to provide direct services and will continue to provide direct career services as defined by the WIOA, section 134(c)(2) for all programs. As a result, the One-Stop Operator contracted to provide services described under Section C above does not provide direct training or career services.

CareerSource Pinellas' Services include the following services and provisions:

- Eligibility determination for Adult, Dislocated Worker, or Youth programs.
- Outreach, intake, and orientation.
- Initial assessment of skills and support service needs.
- Labor exchange services (job search and placement assistance and career counseling) and services to businesses.

- Referrals and coordination with other programs.
- Labor Market Information.
- Performance information and program costs for training provided by approved contractors.
- Performance information on the LWDB in regards to accountability measures.
- Support services and information regarding SNAP, EITC, and TANF, and availability status.
- Information and assistance on filing claims for Unemployment Compensation (UC/UI).
- Information regarding the One-Stop delivery system and reemployment Services for UI claimants likely to exhaust benefits under RESEA (Reemployment Services and Eligibility Assessment).
- Assistance in establishing eligibility for financial aid for programs not funded through WIOA.
- Services to obtain and retain employment, such as comprehensive assessment, IEP development, group and individual counseling, career planning, short-term pre-vocational services, internships and work-based learning opportunities, work-place readiness training, financial literacy, out-of-area job search, and English-as-a-Second-Language (ESL).
- Follow-up communications and continuing services.

F. Pursuant to the [CareerSource Florida Administrative Policy 093 - One-Stop Career Center Certification Requirements](#), provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements. Per CareerSource Florida Administrative Policy for One-Stop Certification, CareerSource Pinellas attests that our full-service One-Stop centers, located at 3420 8<sup>th</sup> Avenue South, Saint Petersburg, FL, 33711 and 2312 Gulf to Bay Boulevard, Clearwater, FL, 33765, meet the comprehensive One-Stop certification requirements.

## ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:

### Area Demographics

LWDB–Region 14, Pinellas County, is Florida’s most densely populated county, and represents 4.6% of the state’s population. Pinellas is forecasted to grow by over 2.08% through 2024. With an average 244 days of sunshine each year and beaches ranked among the best in the U.S., Pinellas County drew over 15 million overnight visitors in 2018, representing a positive economic impact of \$8B.<sup>3</sup>

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<sup>3</sup> St. Petersburg-Clearwater Area Convention and Visitors Bureau

## Pinellas County Demographics and Labor Market Data At-A-Glance<sup>4</sup>

Metric	Pinellas County LWDB Region 14	Tampa Bay-Clearwater–St. Petersburg MSA
Population	983,392 (2019) – Florida’s most densely populated county, and 6 <sup>th</sup> most populous. Pinellas drew 15M+ visitors in 2018, resulting in an economic impact of +\$8B.	3,192,304 (2019) – 18th largest metro region in the United States. Tampa Bay MSA includes <b>Pinellas</b> , Hillsborough, Pasco & Hernando Counties.
Projected Population	+2.7% by 2024; to 1.01M	+5% by 2024; to 3.39M
Median Age	48.5; 59% of the population are age 18-64	42.3; 60% of the population are age 18-64
Sex, Race, Ethnicity & Veterans	52% Female; 74% White; 10% Black; 10% Hispanic; 3% Asian; 10.1% Veterans	52% Female; 62% White; 11% Black; 20% Hispanic; 3% Asian; 9.6% Veterans
Median Household Income	\$51.5K	\$52.9K
Total # of Jobs & Workforce	483,100 jobs / 501,679 in workforce	1,449,637 jobs / 1,558,569 in workforce
Regional Unemployment	2.5% (Dec 2019) equal to the state rate, down .6% from last year; 12,518 unemployed persons	2.6% (Dec, 2019), down .5% from last year; 41,111 unemployed persons; US Rate: 3.3%
Educational Attainment (25+ year-olds)	Less than H.S. Diploma: 12.1% H.S. Diploma: 28.5% Some college: 21.8% Associate’s Degree: 10.1% Bachelor’s degrees or higher: 29.5%	Less than H.S. Diploma: 11.6% H.S. Diploma: 29.6% Some college: 20.9% Associate’s Degree: 9.8% Bachelor’s degrees or higher: 28%
Poverty Rate	12.2%; Youth Poverty: 17.2%	13.4%; Youth Poverty: 19%
Mean Travel Time to work	23.9 minutes mean travel-time	27.9 minutes mean travel-time
Industry Snapshot – Top Growing Industries. (Top 15 Industry GRP contributors are noted with an *)	33,878 establishments: Hospitality & Food Svc*; Admin, Support, Waste Management & Remediation Svcs*; Construction*; Healthcare & Social Assistance*; Manufacturing*; Management*; Finance & Insurance*; Professional, Scientific, & Technical Svcs*	93,929 establishments: Construction*; Healthcare & Social Assistance*; Hospitality & Food Svc*; Prof, Scientific, and Tech Svcs*; Admin, Support, Waste Mgmt & Remediation Svcs*, Finance & Insurance*; Retail*; Transportation & Warehousing*, Manufacturing*
Job Growth	2.21% job growth (2018–’19); Projected +3% growth or +12,355 jobs through 2024	2.3% job growth (2018–’19); Projected +4% growth or +54,361 jobs through 2024

<sup>4</sup> EMSI Labor Market Analytics Q1 2020 Data Set, Census Reporter, and State of Florida Department of Economic Opportunity – Local Area Employment Statistics and Pinellas County Overview.



**Industry Overview** – Pinellas County has the largest manufacturing employee base in the region (over 53%). It is the second-largest base of manufacturing employment in Florida.<sup>5</sup>

**Fortune 500 companies** headquartered in Pinellas include tech-manufacturer Jabil Circuit, Tech Data, and Financial Services provider, Raymond James Financial. Neighboring Fortune 500 companies in the region are WellCare Health Plans, Publix Super Markets, and Bloomin' Brands (Outback Steakhouse).<sup>6</sup>

In addition to manufacturing, the region has diverse industry clusters, including Finance & Insurance, Healthcare and Social Assistance, Professional, Scientific & Technical Services, Aviation/Aerospace, Defense/National Security, Retail, and Hospitality.

- A. Information on existing and emerging in-demand industry sectors and occupations; and

As reported by the State of Florida Department of Economic Opportunity (DEO), the existing and emerging in-demand industries for Pinellas were as follows:

#### LWDB–Region 14 (Pinellas County); Projected Fastest Growing Industries 2019–2027<sup>7</sup>

Rank	NAICS Title	Employment			
		2019	2027	Growth	Percent Growth
1	Management of Companies and Enterprises	17,006	19,844	2,838	16.7
2	Educational Services	9,465	10,929	1,464	15.5
3	Performing Arts, Spectator Sports, and Related Industries	2,614	2,976	362	13.8
4	Professional, Scientific, and Technical Services	35,330	39,916	4,586	13.0
5	Real Estate	8,718	9,842	1,124	12.9
6	Specialty Trade Contractors	18,918	21,280	2,362	12.5
7	Miscellaneous Store Retailers	3,571	4,015	444	12.4
8	Couriers and Messengers	1,446	1,625	179	12.4
9	Food Services and Drinking Places	41,073	45,942	4,869	11.9
10	Ambulatory Health Care Services	29,418	32,897	3,479	11.8
11	Social Assistance	6,758	7,524	766	11.3
12	Nonstore Retailers	4,018	4,420	402	10.0
13	Administrative and Support Services	31,113	34,177	3,064	9.8
14	Chemical Manufacturing	2,277	2,479	202	8.9
15	Insurance Carriers and Related Activities	12,071	13,104	1,033	8.6
16	Data Processing, Hosting and Related Services	1,049	1,135	86	8.2
17	Nursing and Residential Care Facilities	16,121	17,250	1,129	7.0
18	Motion Picture and Sound Recording Industries	758	810	52	6.9
19	Amusement, Gambling, and Recreation Industries	5,329	5,634	305	5.7
20	Hospitals	20,860	21,992	1,132	5.4

<sup>5</sup> Pinellas County Economic Development; <https://www.pced.org/page/PinellasOverview>

<sup>6</sup> Owens, Crystal; Tampa Bay Business News (5.16.2019)

<sup>7</sup> For more information on specific occupations within these sectors, see the 2015-2016 State of Florida Department of Economic Opportunity (DEO) Regional Demand Occupations List for Adults and Dislocated Workers.

## Bright Outlook for Jobs

As the economy continues to prosper, albeit at a slower pace, the region is anticipating a bright outlook of increased job creation and business development in the area. Seven-year job growth projections for Pinellas County exceed 10% for many industry sectors, such as Professional/Technical Services and Management.

In December 2019, regional employment was 1,406,800, an increase of 31,000 jobs (+2.3%) since 2018. Industry growth data for the **Tampa-MSA region** compared to the State of Florida were as follows:

Nonagricultural Employment by Industry (not seasonally adjusted)	Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area				Florida			
	Dec-19	Dec-18	change	percent change	Dec-19	Dec-18	change	percent change
Total Employment	1,406,800	1,375,800	31,000	2.3	9,204,000	8,989,900	214,100	2.4
Mining, Logging, and Construction	84,700	78,000	6,700	8.6	581,600	556,700	24,900	4.5
Manufacturing	70,200	68,500	1,700	2.5	384,300	378,600	5,700	1.5
Trade, Transportation, and Utilities	257,600	255,500	2,100	0.8	1,872,100	1,852,300	19,800	1.1
Wholesale Trade	53,600	53,200	400	0.8	359,800	352,600	7,200	2.0
Retail Trade	169,400	169,000	400	0.2	1,182,100	1,173,100	9,000	0.8
Transportation, Warehousing, and Utilities	34,600	33,300	1,300	3.9	330,200	326,600	3,600	1.1
Information	25,500	26,000	-500	-1.9	137,500	142,300	-4,800	-3.4
Financial Activities	122,600	121,300	1,300	1.1	601,600	593,800	7,800	1.3
Professional and Business Services	257,400	249,900	7,500	3.0	1,439,400	1,403,300	36,100	2.6
Education and Health Services	218,400	212,600	5,800	2.7	1,391,000	1,337,700	53,300	4.0
Leisure and Hospitality	164,000	159,600	4,400	2.8	1,284,300	1,234,700	49,600	4.0
Other Services	48,500	46,800	1,700	3.6	365,700	357,700	8,000	2.2
Government	157,900	157,600	300	0.2	1,146,500	1,132,800	13,700	1.2

*Note: In the "Mining, Logging and Construction" category, the **Construction Industry** represents 100% of reported growth activity for that category. Where "Construction" is noted below, we are referring to "Mining and Construction" data sets.*

### Industry Growth Top-Performers (Tampa-St. Petersburg-Clearwater MSA) Comparing Metro-areas, State-wide (December 2019)

Industry	# of Jobs Added / Growth Rate	Rank
<b>Professional &amp; Business Services</b>	+7,500 / +3.0%	3 <sup>rd</sup> highest growth region
<b>Financial Activities</b>	+1,300	2 <sup>nd</sup> highest growth region
<b>Education &amp; Health Services</b>	+5,800	2 <sup>nd</sup> highest growth region
<b>Construction</b>	+6,700 / +8.6%	Highest & 2 <sup>nd</sup> fastest growth region
<b>Leisure &amp; Hospitality</b>	+4,400	2 <sup>nd</sup> highest growth region
<b>Trade, Transportation &amp; Utilities</b>	+2,100	2 <sup>nd</sup> highest growth region
<b>Manufacturing</b>	+1,700 / +2.6%	2 <sup>nd</sup> highest growth region & fastest growth region
<b>Other Services</b>	+1,700 / +3.6%	2 <sup>nd</sup> highest growth region & 3 <sup>rd</sup> fastest growth region

- B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).



**Sector Focus** – LWDB–Region 14 has identified five in-demand industry sectors<sup>8</sup>:

NAICS Code	Sector	Average Earnings
52	Finance & Insurance	\$97,522
31,32 & 33	Manufacturing	\$75,522
62	Healthcare & Social Assistance	\$62,590
23	Construction	\$56,701
54	Professional, Scientific & Technical Services	\$75,522

Additional industries and specific occupations considered as important to the region include Hospitality & Retail, Transportation, Government, and Education.

- **In-demand Healthcare and Social Services professions** include Medical Assistants, Personal Care Aides, Nurse Practitioners, Physician Assistants, and Registered Nurses.
- **In Manufacturing**, both production and non-production occupation workers are needed, including machinists, maintenance and repair workers, engineers, welders, and production supervisors and managers.
- **Regional projected in-demand and fast-growing occupations in Finance & Insurance** include Analysts, Financial Managers, Accountants, Auditors, Marketing Specialists, and Customer Service Representatives.
- **In the Professional, Scientific & Technical Services space**, Software Applications Developers, Information Security Analysts, and other Analysts top the in-demand occupations list.
- **Top in-demand occupations for the Construction Industry** are Cement Masons and Concrete Finishers, Construction and Building Inspectors, and Architectural and Civil Drafters.

When defining employment needs, employers in in-demand industry sectors often refer to the skills gap, i.e., the discrepancy between skills of workers and skills needed to fill certain jobs. Root causes of talent deficits related to skills gaps, and the degree to which employers experience them, tend to be complex. Most commonly, employers indicated the reasons for the gap include jobseekers' lack of skills (both "hard" and "soft" skills), certifications or training, educational attainment, and/or work experience.

Other employer feedback highlights basic employability issues, e.g., lack of demonstrated work ethic, problems with dependability, and inability to pass a drug test or background check. Manufacturing employers mentioned they have difficulty attracting workers due to negative industry perceptions, e.g., unappealing working conditions or lack of upward career mobility.

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<sup>8</sup> EMSI Q1 2020 Data Set Industry Outlook for Pinellas County

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

In a recent large-scale and statewide Skills Gap and Job Vacancy Survey<sup>9</sup> conducted by CareerSource Florida (CSF) and the Florida Department of Economic Opportunity (DEO), over 39,000 employers responded regarding job vacancies and skills gaps. A more specific regional analysis entitled “Comprehensive Regional Workforce Assessment,”<sup>10</sup> commissioned by Pinellas County Economic Development, surveyed 57 area employers in Pinellas County. In addition to the above studies, CareerSource Pinellas has conducted multiple employer-stakeholder focus groups that offer direct and actionable insights.

Note: What is evident from our analysis, is the fact that “Information Technology”, in addition to comprising an industry AND an occupational group, is also a hard skill AND a career pathway that spans all industries. Consequently, even though the IT Industry Sector, e.g., software and tech (only) solutions providers, is not a leading industry group in the Tampa Bay area compared to other U.S. regions, it is included in CareerSource Pinellas’ strategic focus as a major targeted group.

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<sup>9</sup> Skills Gap and Job Vacancy Survey, CareerSource Florida and Florida Department of Economic Opportunity, 2018

<sup>10</sup> “Comprehensive Regional Workforce Assessment,” by Site Selection Group, commissioned by Pinellas County Economic Development, updated summary report, November 2017.

## STATEWIDE SKILLS GAP SURVEY & ANALYSIS

In the CSF/DEO survey analysis, soft and hard skills were categorized as follows:

FIGURE 4: SOFT/ HARD SKILLS GAPS OF JOB APPLICANTS	
Soft Skills	Hard Skills
<b>Reliability and Time Management</b> Attendance Meeting Deadlines Dependability <b>Communication</b> Interpersonal Reading and Writing Phone Etiquette Customer Service Sales Active Listening Following Directions <b>Leadership</b> Management Team Work/ Team Participation Initiative Motivation Entrepreneurial/ Business Ideas <b>Problem-Solving</b> Critical Thinking Analytical Research Trouble-Shooting <b>Other Soft Skills</b>	<b>Math</b> Arithmetic Accounting/ Bookkeeping Logic Job-Specific Mathematics Requirements <b>Information Technology or Research</b> Computer/ Information Technology Usage System-Specific Job Related Research Electrical/ Electronic <b>Workplace</b> Tool Use and Selection Safety Skills <b>Other Hard Skills</b>

Source: Skills Gap & Job Vacancy Survey, Florida Department of Economic Opportunity, Bureau of Labor Market Statistics

Statewide, the two industry sectors that reported the largest overall soft skills gaps were Construction (Reliability & Time Management) and Financial, Professional & Business Services (Communication).

### Most Critical Reported Soft Skills Gaps by Target Industry

Finance & Insurance	Communication, Leadership
Manufacturing	Communication, Reliability & Time Management
Healthcare & Social Assistance	Communication, Reliability & Time Management
Construction	Reliability & Time Management, Communication
Professional, Scientific & Technical Services	Communication, Reliability & Time Management

## PERCENT OF VACANCIES WITH SOFT SKILLS GAPS BY INDUSTRY SUPER SECTOR

Industry	Communication	Reliability and Time Management	Leadership	Problem- Solving	Other	Number of Skills Gaps per Vacancy
<u>Mining and Construction</u>	18.1%	25.5%	17.0%	12.4%	13.8%	<b>0.87</b>
<u>Professional and Business Services</u>	22.8%	21.2%	19.2%	10.9%	8.1%	<b>0.82</b>
Leisure and Hospitality	19.5%	19.6%	16.4%	7.7%	7.0%	<b>0.70</b>
Trade, Transportation, Utilities	19.2%	18.9%	13.9%	7.9%	7.8%	<b>0.68</b>
Other Services	18.0%	19.2%	12.7%	6.2%	10.6%	<b>0.67</b>
<u>Education and Health Services</u>	15.5%	14.9%	13.0%	11.2%	4.7%	<b>0.59</b>
<u>Manufacturing</u>	13.1%	12.9%	12.0%	7.3%	5.8%	<b>0.51</b>
<u>Financial Services</u>	12.2%	8.9%	9.5%	5.5%	4.9%	<b>0.41</b>
<u>Information</u>	7.6%	3.6%	3.9%	3.0%	5.2%	<b>0.23</b>

Source: Skills Gap & Job Vacancy Survey, Florida Department of Economic Opportunity, Bureau of Labor Market Statistics

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### Most Critical Reported Hard Skills Gaps by Target Industry

Regarding hard skills, Construction employers reported the most skills gaps in Information Technology / Research and Workplace-related skills, followed by manufacturing employers who reported the same hard-skill deficiencies, respectively.

Finance & Insurance	Information Technology (IT) / Research; Workplace Related, and Math
Manufacturing	IT / Research; Workplace Related, and Math
Healthcare & Social Assistance	Workplace Related; IT/Research
Construction	IT / Research; Workplace Related, and Math
Professional, Scientific & Technical Services	IT / Research

### PERCENT OF VACANCIES WITH HARD SKILLS GAPS BY INDUSTRY SUPER SECTOR

Industry	Information Technology / Research	Workplace-Related	Math	Other	Number of Skills Gaps per Vacancy
Mining and Construction	15.2%	12.7%	10.4%	6.8%	<b>0.45</b>
Manufacturing	12.9%	8.9%	8.2%	5.2%	<b>0.35</b>
Professional and Business Services	11.6%	6.8%	6.8%	4.2%	<b>0.29</b>
Other Services	11.2%	6.0%	4.6%	5.1%	<b>0.27</b>
Trade, Transportation, Utilities	8.6%	5.6%	6.3%	3.0%	<b>0.23</b>
Education and Health Services	6.8%	8.8%	4.3%	2.3%	<b>0.22</b>
Financial Services	9.1%	2.6%	4.0%	3.0%	<b>0.19</b>
Information	6.3%	2.7%	2.7%	3.3%	<b>0.15</b>
Leisure and Hospitality	4.7%	2.7%	4.9%	1.6%	<b>0.14</b>

Source: Skills Gap & Job Vacancy Survey, Florida Department of Economic Opportunity, Bureau of Labor Market Statistics

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## PINELLAS COUNTY ECONOMIC DEVELOPMENT REGIONAL ANALYSIS

The Pinellas County regional analysis summarized their labor-market findings as follows:

- More than 50% reported employment growth or the intention to hire more workers in the next two years, putting additional pressure on the regional labor market.
- Overall, there was strong, positive feedback regarding existing workforce quality.
- Amidst retirement concerns, the largest challenge was finding skilled, experienced workers to *maintain* workforce quality.
- Employers generally reported positive opinions about post-secondary educational institutions in the region, although many reported less than optimal interaction with those schools.

The clusters and associated occupations selected in the study were:



The occupation categories of Engineering and Science represent candidates who typically have a bachelor's degree, representing the higher-end of the Career Pathway continuum, but the remaining categories of Production (Manufacturing), Information Technology, and Business & Finance are directly in-line with CareerSource Pinellas targeted industries.

The following tables show employer feedback related to Skills Gaps by industry group:

### Production (Manufacturing, includes Logistics)

#### Challenges when Hiring: Skilled Production, Logistics, Maintenance

Lack Education	Lack Certifications	Lack Skills	Lack Relevant Experience	Lack Any Experience	Drugs	Need Childcare/Transpo.	Absenteeism	Won't Accept Offered Pay	Overall Competition
3.11	2.89	2.56	2.44	3.11	3.00	3.33	3.11	2.89	3.22

Common Challenge (1.0)  Few Challenges (5.0)

#### Easy vs. Difficult to Find Skill Sets & Positions (ordered by more common responses on top)

##### AVAILABLE SKILLS/POSITIONS

- ✓ Basic/Entry Level Workers
- ✓ Basic Mechanical
- ✓ Basic Machine Operators
- ✓ CDL
- ✓ Entry Level
- ✓ Overall Experience
- ✓ Work Ethic

##### CHALLENGING SKILLS/POSITIONS

- ✗ Soft Skills
- ✗ English/ESL
- ✗ Machining
- ✗ Computer/IT Aptitude
- ✗ Related Job Experience
- ✗ Attitude, Motivation
- ✗ Diesel Experience
- ✗ Technical Skills
- ✗ Skilled Trades (e.g. electrical)

Source: Company Survey

Comprehensive Regional Workforce Assessment: Pinellas County Economic Development

### Information Technology

#### Challenges when Hiring: Information Technology

Lack Education	Lack Certifications	Lack Skills	Lack Relevant Experience	Lack Any Experience	Drugs	Need Childcare/Transpo.	Absenteeism	Won't Accept Offered Pay	Overall Competition
3.20	3.05	2.80	2.75	3.40	3.60	3.58	3.60	2.95	2.80

Common Challenge (1.0)  Few Challenges (5.0)

#### Easy vs. Difficult to Find Skill Sets & Positions (ordered by more common responses on top)

##### AVAILABLE SKILLS/POSITIONS

- ✓ Basic Knowledge/Experience
- ✓ Degreed Individuals
- ✓ Motivation/Work Ethic
- ✓ Programming (Certifications but w/o Experience)
- ✓ General Technical Competence

##### CHALLENGING SKILLS/POSITIONS

- ✗ Experience
- ✗ Specific Languages (e.g. PHP, MySQL) (one noted that training, methods, and languages seemed to significantly lag those in other "major" tech hubs)
- ✗ Data Scientists
- ✗ Web Developers
- ✗ Cross Training
- ✗ Teamwork/Team Environment

Source: Company Survey

Comprehensive Regional Workforce Assessment: Pinellas County Economic Development

## Business & Financial Services

### Challenges when Hiring: Business/Finance

Lack Education	Lack Certifications	Lack Skills	Lack Relevant Experience	Lack Any Experience	Drugs	Need Childcare/Transpo.	Absenteeism	Won't Accept Offered Pay	Overall Competition
3.25	3.35	3.10	3.10	3.55	3.35	3.30	3.45	3.10	3.05

Common Challenge (1.0)  Few Challenges (5.0)

### Easy vs. Difficult to Find Skill Sets & Positions (ordered by more common responses on top)

#### AVAILABLE SKILLS/POSITIONS

- ✓ Bookkeeping
- ✓ Educational Attainment/Degrees
- ✓ Customer Service
- ✓ Analytical Thinking
- ✓ Accounting
- ✓ Microsoft Office

#### CHALLENGING SKILLS/POSITIONS

- ✗ People/Soft Skills
- ✗ Specific Industry Certifications
- ✗ Advanced Finance
- ✗ Advanced Accounting
- ✗ Longevity in one position
- ✗ Experienced Sales

Source: Company Survey

Comprehensive Regional Workforce Assessment: Pinellas County Economic Development

## Summary of Skills Gap Analysis

While workplace-specific and hard skills, including math literacy, remain critical for manufacturing, healthcare, and construction industries, information technology skills are reported in demand across all sectors. General soft business skills for employment success, e.g., Communication (verbal and written English literacy), Reliability & Time Management, Leadership, and Problem Solving are also at the forefront of employer demand.

- (3) Please provide an analysis of the workforce in the local area, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the local area, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

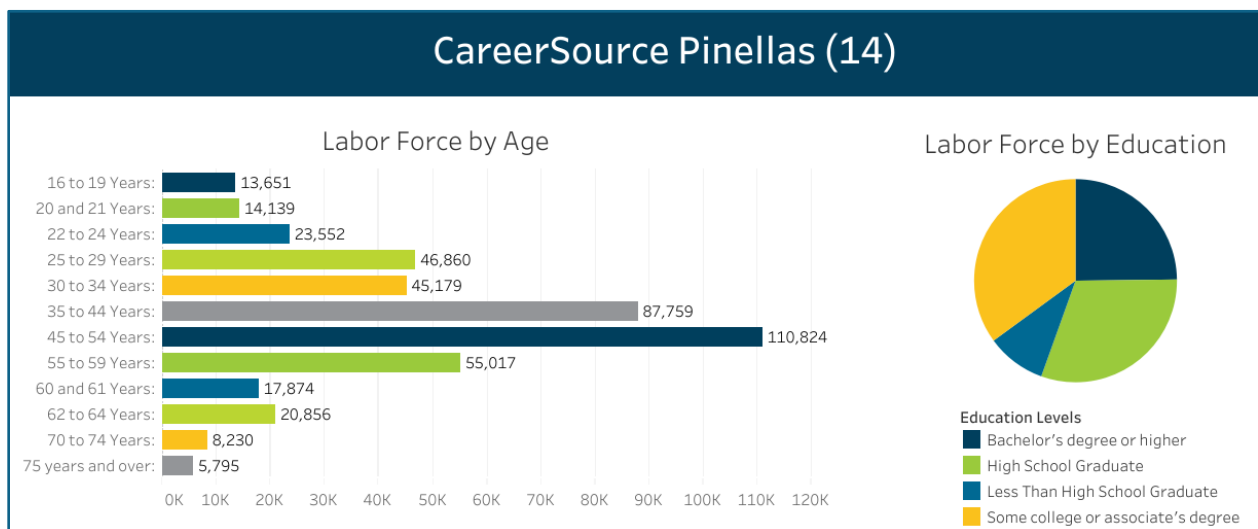
Pinellas County provides growing and attractive opportunities for companies and their employees to live, work, and thrive. Below is a summary overview:



## Comparative Employment and Unemployment Data<sup>11</sup> (Not Seasonally Adjusted)

Area	Dec-2018	Nov-2019	Dec-2019
LWDB Region-14; Pinellas County	3.1%	2.6%	2.5%
Tampa-St. Petersburg-Clearwater MSA	3.2%	2.7%	2.6%
State of Florida	3.3%	2.7%	2.5%
United States	3.7%	3.3%	3.4%

**Unemployment:** The unemployment rate in the LWDB–Region 14 was 2.5% in December 2019, representing 12,518 unemployed residents. This rate was 0.6% lower than the region's year-ago rate of 3.1%. LWDB-14's December 2019 unemployment rate was the same as the State of Florida's rate. The Pinellas County labor force was 501,679, up 9,078 (+1.84%) from the prior year.



**Labor Force by Age:** In LWDB–Region 14, 52% of workers were between age 30 and 54, 27.7% were age 55 or older, and 20.3% were age 29 or younger. A key regional metric (Age 25–64 Labor Force Participation Rate) provided by a recent Tampa Bay Regional Competitiveness report measures the percentage of the working-age population that are able to work and are actively seeking employment, including both the employed and unemployed. This indicator provides a broad-based view of the availability of labor in a market. As compared to 20 other competitive U.S. regions, the Tampa MSA-region scored lowest at 75.14%, also below the U.S. average of 77.75%<sup>12</sup>

<sup>11</sup> Florida Department of Economic Opportunity, Bureau of Workforce Statistics and Economic Research (WSER)

<sup>12</sup> Tampa Bay Partnership Foundation Regional Competitiveness Report (2019)

**Education Levels:** 89.9% of Pinellas County residents have a High School Diploma or Higher. In 2020, it is projected that 41% of jobs in Florida will require an Associate's degree or higher.<sup>13</sup> Current data shows 39.6% of Pinellas County workers possess an Associate's degree or higher. The most common educational attainment level of the workforce participants in Pinellas County, from 25 to 64 years old, was a Bachelor's degree or higher at 29.5%, followed by a High School Diploma at 28.5%. 10.1% percent of workforce participants have attained less than a high school diploma.<sup>14</sup>

Comparatively, the 19.1% metric of 25 to 64 year-olds who have attained a Bachelor's degree is .3% above the national average, but the overall Tampa Bay MSA region scores second-to-last for Associate's and Bachelor's degree (or higher) attainment when compared to 19 other competitive U.S. regions.<sup>15</sup>

**Commute Time and Transit Ridership:** The mean commute time to work for LWDB–Region 14 is 24.4 minutes, compared to a 27 minute average for the state, and the national average of 26.4 minutes.<sup>16</sup> Notable is the fact that 35.8% of workers who reside in Pinellas County commute out of the county to work and 38.8% commute into the county to work. The MSA-region's transit ridership per capita (# of trips taken on public transit) was 9.22, dramatically below the national average of 44.38 and ranked last compared to 19 competitive U.S. regions.<sup>17</sup>

**Unemployment Data for Persons with Barriers:** Recent regional unemployment data by race and ethnicity since 2016 are not yet available, but persons with traditional barriers continue to lag behind. For Pinellas County, the unemployment rate for disabled persons was 12% and 19.1% for persons 55 and older. The data for neighboring Hillsborough County (Tampa Bay) was 11.3% for disabled persons and 15% for persons 55 and older. Statewide, (2018-Q1), statewide, unemployment for Whites was 2.9%, for African-Americans: 7.3%, for Hispanics: 4.2%, and Asian-Americans: 1.9%.

**Poverty and Underemployment Data:** In spite of what is considered “full” employment regionally and nationally, the number of persons living at or below the poverty level is 12.2%, which is .4% above the national average, but 1.4% below the state average. Youth poverty for Pinellas County is 17.2%, and for the Tampa Bay region, a disturbing 19%.

Using United Way's ALICE acronym measure – “Asset Limited, Income Constrained, and Employed,” 42% of households in Pinellas County live beneath the state's cost of living threshold, up 4% from 2010. The prevalence of contract work and “gig-economy” jobs contribute to worker insecurity. Given the trend, it's clear that **underemployed workers** would benefit from enhanced workforce and training partnerships and initiatives.

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<sup>13</sup> An Equity Profile of Pinellas County, FL, University of Southern California Dornslife (April 2019)

<sup>14</sup> EMSI Pinellas County Economy Overview, Q1 2020 Data Set

<sup>15</sup> Tampa Bay Partnership Foundation Regional Competitiveness Report (2020)

<sup>16</sup> Florida DEO–Summary of Employment, Demographics, and Commuting Patterns for Pinellas County

<sup>17</sup> Tampa Bay Partnership Foundation Regional Competitiveness Report (2020)

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

CareerSource Pinellas offers a comprehensive menu of workforce services to businesses and individuals in the region.

### **Career-related Services to Individuals**

Our services available to individuals in need of employment and training assistance include educational scholarships, pre-vocational and vocational training, career coaching, career exploration resources, employability skills training, employer referrals, networking opportunities, and onsite recruitment events. The One-Stop centers provide resource room access, WIOA (Adult, Dislocated Worker, and Youth), Welfare Transition Programs (WTP/TANF), Veterans, SNAP, TTW – Disability Navigator, and RESEA.

### **Business Services**

For local businesses, services include recruitment, career fairs, labor market information, job postings, business seminars, outplacement services, and education regarding potential government grant-funding. CareerSource Pinellas also serves as a consultative resource to connect employers with economic development organizations, training and education partners, community groups, and regional industry councils and initiatives.

### **Sector Focus**

With over-arching goals of ensuring that the region achieves economic prosperity, competitiveness, and growth, CareerSource operations are aligned primarily with five in-demand industry sectors: Finance & Insurance, Manufacturing, Healthcare and Social Assistance, Construction, and Professional, Scientific & Technical Services. Growing regional industries of Hospitality & Retail, Transportation, Government, and Education are also targeted.

### **Education & Training to Address Skills Gaps**

The specific needs of residents in the region's workforce continue to be education and training for demand-driven occupations. Worker access to transportation also remains a concern for the region, not only for employment but also for training and job search activities.

The overall need of our job-seeker population is to acquire a balance of hard- and soft-skills, so that they can flexibly respond to an ever-changing workplace. Experience tells us that once armed with soft and hard skills, our customers gain the confidence and self-esteem necessary to market themselves competitively.

As business use of technology rapidly advances, today's in-demand jobs require more workers to be equipped with the latest computer skills. The speed at which technology is changing and evolving underscores a critical skill deficiency among unemployed and underemployed populations. CareerSource Pinellas continuously evaluates business needs related to technology, e.g., Cybersecurity, and offers ongoing training and skills development for individuals to meet employer demands.

### **Partnerships that Connect Workforce Stakeholders**

To remain responsive, we must continue to facilitate meaningful communication between our stakeholders, including employers, job seekers, and post-secondary education institutions. The work includes partnering with employers to articulate talent-pipeline needs, conducting outreach to current and future workers regarding emerging job opportunities, and helping individuals design their own career pathways.

Amidst a positive economic forecast for the CareerSource Pinellas region, we are committed to making continuous improvements to our workforce services to meet the 21<sup>st</sup> century demands of our business customers, as well as our individual clients who need career-assistance.

The key strengths of CareerSource Pinellas include our relationship with local partners, centralized support, and staff cross-training. Our partner organizations are led by people with a vision and an understanding that flexibility is the key to meeting the training needs of a changing economy, and partners are committed to collaborating to meet the needs of individuals and businesses in the area.

### **Leveraging Technology**

CareerSource Pinellas leverages technology to provide enhanced services to local job seekers and enrolled participants. Online access includes an application interface, form access, e-courses, e.g., employability skills training, regional calendars for upcoming workshops and events, and event registration.

LWDB–Region 14 also uses specific applications to assist job seekers, enrolled participants, and staff. The SARA application, for example, provides customers added interaction and assists counselors with an Artificial Intelligence (AI) approach to ongoing communication, activity assignment, and follow up with WIOA participants.

Atlas, our local management information system, supports customer tracking and customer flow at our centers, via customer-kiosk applications. The Atlas document management system supports customer and staff handling of support documentation, as well as our centralized MIS Data Entry, allowing front line staff to focus more on day-to-day case management and customer service. Online applications within Atlas allow 24/7 access to customers to review program requirements and eligibility, as well as complete their initial application for programs such as WIOA, WT, and SNAP. The Atlas interface with Employ Florida assists staff with WP entries to include service and case-noting.

CareerSource Pinellas currently has a centralized MIS (Management Information Systems) unit which supports data entry into the various state MIS systems and allows customers to submit their documentation through fax, email, or copiers located in every center. Documents are stored pending MIS team review and entry. We are currently evaluating potential new technology solutions, so that we can reduce data entry and realign MIS resources toward data analysis and monitoring.

### **Cross-training for Enhanced Customer Service**

A strength that we will continue to focus on is cross-training frontline staff so that eligible job-seekers gain needed access to the full array of employment-related programs and funding under Wagner-Peyser, including referrals and core services.

## **Regional Strengths and Areas for Improvement**

Over 90% percent of persons 25 years of age and older have at least a high school diploma in Pinellas County, and high school graduation rates are improving (88% in 2019). The graduation rate provides a good foundation upon which to help workers continue their training and education as they progress in their career pathways. In addition to the foundational education levels, some other key workforce strengths include diversity, robust educational systems, quality of life, and low cost of living.

In spite of encouraging high school graduation rates, it is projected that 41% of jobs in Florida will require an Associate's degree or higher. There remains a sizeable gap between high school (only) graduates (28.9%), workers below the high school diploma level (8.1%), and employer requirements for good-paying jobs.<sup>18</sup>

Beyond education deficits, other challenges that jobseekers and employers have faced in previous years persist, including lack of skills/experience/qualifications, work ethic, drugs/background check, an aging workforce, and worker access to public transportation.

While we have an existing strong network of business, community, and education partners, there's much more work to be done in our role as convener across Pinellas County and the region. Synergizing our job seeker and business services with those of our partners will enhance the efficiency and quality of our efforts, boost education and training efforts, and eliminate redundancy.

We will leverage technology more to eliminate manual processes and implement new communication strategies, e.g., more proactive outreach, social media engagement, and town meetings.

We will continue to develop and execute impactful sector-focused strategies, designed to build a skilled workforce that meets the needs of emerging industries, while simultaneously building and defining career paths for individuals.

Concurrently, we are strengthening our internal teams and culture via support for transparency at all levels, trust-building, a commitment to ongoing professional development, and continuous improvement.

We are energized by new opportunities to grow and enhance our workforce services delivery. Our approach will encourage a more engaged and invested community that continuously responds, improves, and adapts to changing conditions and demands.

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<sup>18</sup> An Equity Profile of Pinellas County, FL, University of Southern California Dornslife (April 2019)

**(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)).**

WIOA is designed to give job seekers open and uniform access to high-quality career services, education, training, and supportive services so that our participants can secure and retain living-wage employment, and advance their careers. WIOA also matches employers with the skilled workers they need to compete in the local and global economy. Under WIOA and through the One-Stop center system, employment and training activities are targeted toward:

- Providing job seekers with the skills and credentials necessary to secure and advance in employment with sustaining wages;
- Providing access to and opportunities for employment to all job seekers, including individuals with barriers to employment, e.g., persons who have disabilities, are low income or disadvantaged, are homeless, are ex-offenders, are basic skills deficient, or have limited English language skills;
- Assisting employers to find and hire qualified, skilled workers and access other supports, including education and training for their current workforce;
- Participating in rigorous evaluations that support continuous improvement of the local One-Stop system by identifying which strategies work better for various populations; and
- Disseminating high-quality integrated labor-market related data that helps inform decisions by local policymakers, board members, local area management, employers, and job seekers across core partners and optional partners.

There are three types of WIOA-authorized career services available within CareerSource Pinellas' One-Stop delivery system: basic, individualized, and follow-up services. These services may be provided in any order and are flexibly tailored to the employment needs of the individual customer, in-line with a mutually agreed-upon plan between the customer and his/her assigned case manager.

### **Basic Career Services**

Basic career services will be available to all individuals seeking services in the CareerSource Pinellas One-Stop delivery system, and include the following provisions and services:

- Determinations of whether the individual is eligible to receive assistance from the Adult, Dislocated Worker, or Youth programs;
- Outreach, intake, and orientation regarding information and other services available through the One-Stop delivery system. Outreach includes identifying candidates through the RESEA program and/or the state's unemployment insurance (UI) database of claimants likely to exhaust benefits;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including job search and placement assistance, and, when needed by an individual, career counseling;
- Information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA);
- Information on nontraditional employment (as defined in sec.3(37) of WIOA);



- Referrals to and coordination of activities with other programs and services, including those within the One-Stop delivery system and, when appropriate, other regional workforce development programs;
- Workforce and labor market employment statistical information and accurate information relating to local, regional, and national labor markets. Resources provided include local job vacancy listings, information on job skills necessary to secure specific positions, local in-demand occupations and earnings, and opportunities for advancement for those jobs;
- Performance and program cost information regarding eligible providers of training services, by program and type of provider;
- Information about how LWDB–Region 14 is performing on local performance accountability measures, as well as any additional performance information relating to the area's One-Stop delivery system;
- Information relating to the availability of supportive services or assistance and appropriate referrals to those services and assistance, including child care, child support, medical or child health assistance available through the state's Medicaid program and Florida's KidCare Program, benefits under SNAP, assistance through the earned income tax credit, housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD), assistance under a state program for TANF, as well as other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Information and assistance regarding filing claims online under Unemployment Insurance (UI) programs, including meaningful assistance to individuals seeking assistance in filing a claim. Specialized assistance is available through Florida's call center by staff trained in UI claims, filing, and/or the acceptance of information necessary to file a claim.

### **Individualized Career Services**

If a One-Stop center's staff-member determines that individualized career services are appropriate for an individual to obtain or retain employment, these services are then made available to the individual through CareerSource Pinellas center resources, center staff or partners. Staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate.

These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and DWs, which may include: diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan to identify employment goals, realistic achievement objectives, and an appropriate combination of services for the participant to achieve his or her goals, including the list of and information about eligible training providers (ETP);
- Group and/or individual counseling and mentoring;
- Ongoing career planning, follow up, support, and documenting customer progress (case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in

some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;

- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills. Basic competencies training includes utilizing resources, leveraging information, working with others, understanding systems;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

## Follow-up Services

Follow-up services are provided as appropriate for participants who are placed in unsubsidized employment for up to 12 months after the first day of employment or program exit, whichever occurs later. A valuable WIOA service, which helps successful, ongoing employment, is the provision of individual counseling about the workplace. Follow-up services do not extend the date of exit in performance reporting.

All WIOA Adult and Dislocated Workers (excluding employed workers served in training) customers will receive, at minimum, a comprehensive assessment within 30 days of their attendance at the One-Stop Orientation. This assessment may:

- a) Be based on formal assessment instruments such as Test of Adult Basic Education (TABE) or other comprehensive assessment systems;
- b) Identify other barriers to successful employment and retention; and
- c) Result in recommendations for further services, and be the basis for the completion of the Career Plan.

Any customer considered for an Individual Training Account (ITA) or other educational or training services must have their need for such services documented in the assessment process. Assessment updates may be made as the customers' circumstances change, and as new barriers to success are identified. Additionally, an assessment will ensure that ITA or other educational candidates meet Section 134 (c) (3)(A)(I)(cc), which states that an eligible trainee must "have the skills and qualifications to successfully participate in the selected program of training services," in addition to meeting the other eligibility criteria.

Comprehensive assessments of customer needs are usually essential for staff to determine the best recommended services plan. Assessments are especially important for lower-skilled or less-experienced customers, and/or for those seeking to enter a new field due to layoff.

CareerSource Pinellas' objectives include leveraging tools that enhance outreach to job seekers, e.g., promoting use of our web portal, Virtual One-Stop System, and Employ Florida (EF), to increase website traffic. Outreach will be conducted via a variety of approaches, including:

- Social Media and other online media;
- Interactive Voice Response (IVR) telephonic outreach;



- Web-based media within the CareerSource Pinellas One-Stop system or partner agencies;
- Community- and faith-based partner networks;
- Local newspaper, radio and/or television; and/or
- Customer word of mouth or relaying their positive experience or services received through the One-Stop system.

### **Business Services**

CareerSource Pinellas' Business Services team identifies the talent needs of local employers, and partners with them to resolve skills gaps. CareerSource Pinellas has a designated team of well-trained professionals that cover the entire region. The team has four main components: a Business Services Director, Lead Recruiters, Recruiters, and Veteran Representatives that work together to provide the most comprehensive and highest quality of service delivery. The region is divided into designated geographical areas by industry, supporting team initiatives to gain expertise in vertical industries.

### **Veterans Services**

The Veterans Services Unit, consisting of skilled and dedicated Local Veterans' Employment Representatives (LVERs), assist in contacting and engaging federal contractors and employers that have been identified as veteran-friendly in their hiring practices.

CareerSource Pinellas places great emphasis on customer choice. Staff-members review all options with employers, including self-service through the Employ Florida system or direct assistance from a staff recruiter to meet their staffing needs.

Veterans customers seeking employment will be assessed through the One-Stop system, and if they are deemed to have significant barriers to employment (as defined by DEO), will be referred to the CareerSource Pinellas' Disabled Veterans' Outreach Program (DVOP) team. Veterans who are determined not to have a significant barrier are referred to and served through the CareerSource Pinellas' One-Stop center team.

### **Key Strategies to Address Skills Gaps – Work-based Learning**

With particular focus on Finance & Insurance, Manufacturing, Healthcare & Social Assistance, Construction, and Professional, Scientific & Technical Services sectors, CareerSource Pinellas leverages work-based learning resources to address the skills needs of local employers and to close skill gaps of locally employed, under-employed, and unemployed customers.

Strategies include providing access to Paid Work Experience (PWE), Incumbent Worker Training (IWT), and On-the-Job Training (OJT) resources, especially when they are leveraged to support in-demand career-pathway, pre-apprenticeship, or apprenticeship programs.

- (6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b)(9)).

There are numerous workforce activities throughout the region that focus on youth, including faith-based, community-based, education-based, and government-funded programs. Pinellas County is also home to a Job Corps Center located in St. Petersburg. YouthBuild programs

are ongoing in Pinellas and Hillsborough Counties. Job Corps and YouthBuild actively recruit students with disabilities and have resources to provide accommodations, as needed.

LWDB–Region 14 also contracts with the Youth Connect program under the Pinellas Education Foundation. Youth Connect provides Pinellas youth, ages 14–24, opportunities for, and access to, a variety of workforce investment activities that encompass all 14 WIOA youth elements.

### **Pinellas YouthBuild Programs:**

Globally, over 200 million youth are considered “working poor” and earn less than \$2.00 a day. All are in urgent need of pathways to education, jobs, entrepreneurship, and other opportunities that lead to productive livelihoods and community leadership.

YouthBuild programs provide those pathways. Worldwide, YouthBuild programs successfully unleash the positive energy of low-income young people to rebuild their communities and their lives, breaking the cycle of poverty with a commitment to work, education, family, and community.

At YouthBuild programs in the United States and across the globe, low-income young people learn construction skills through building affordable housing for homeless and low-income people in their neighborhoods and other community assets such as schools, playgrounds, and community centers.

For unemployed young people who have left high school without a diploma, YouthBuild is an opportunity to reclaim their educations, gain the skills they need for employment and become leaders in their communities.

Over the past two years, approximately 70 students have been served through the Pinellas cohort, and the program represents a successful model for engaging youth into career pathway pursuits, with an emphasis on job skills, education on- and off-ramps, employability skills, and social skills.

### **The Job Corps Center:**

Job Corps offers a comprehensive array of career development services to at-risk young women and men, ages 16 to 24, to prepare them for successful careers. Job Corps takes a holistic career development approach which integrates teaching academic, vocational, and employability skills with social competency training via a combination of classroom, practical, and work-based learning experiences. The program prepares youth for stable, long-term, and high-paying jobs.

The Job Corps design includes the following features:

- 1) A defined set of core competencies in academic, vocational, information technology, employability, and independent living skills which represent the fundamental skills students need to secure and maintain employment;
- 2) Standardized systems for financial reporting, data collection, student benefits and accountability; and
- 3) Nationally established performance outcomes, goals, and quality expectations.

The Job Corps design is based on principles of quality services and individualized instruction to meet the needs of each student. Training approaches and methods of implementation vary

to allow tailoring of service components and delivery methods, effectively use resources, and meet individual student and employer needs.

The Pinellas County Job Corps center is a residential facility with the capacity to serve 300 students at any given time.

**Youth Connect and the Pinellas Education Foundation:**

The Pinellas Education Foundation (PEF), affiliated with Pinellas County Schools, has a vision for youth workforce development: “Our vision is that every student will be prepared for life after high school, whether the choice is to attend college, to enter the workforce, or to obtain technical training.” The Foundation is consistently ranked among some of the top public school education foundations in the United States.

PEF added scholarship dollars exceeding \$200,000 during the 3-year period ending PY2017/2018 under their Stavros Foundation in-kind contribution, which expands CareerSource Pinellas’ ability to serve a greater number of youth.

Additionally, PEF partnerships within the community positively impact Youth Connect services. As the contracted Youth provider under board procurement, PEF Youth Connect staff offer Pinellas youth access to training services towards high school or GED attainment, shorter-term certifications, or an up to 2-year degree program at a board-approved local training provider.

Youth Connect also provides or connects youth to needed supports to begin and complete their chosen career path under the 14 WIOA youth workforce activities, with the ultimate goal of gainful employment at a self-sufficient wage. Operating within the Pinellas Technical College campus, and in collaboration with Pinellas County Schools’ Adult Education network, Youth Connect counselors empower local youth to set a career path, develop a plan to navigate their chosen career path, access needed supports, participate in training, and obtain counseling and mentorship to achieve their plan goals.

A recent 3-year analysis of Youth Connect services for PY’16/’17, ’17/’18 and ’18/’19, revealed that Youth Connect served over 1,100 Pinellas youth to access services, e.g., Adult Education or Occupational Skills training. The program resulted in 1,000+ youth entering employment or continuing in their post-secondary training.

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## WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

- (1) Describe the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).

### CareerSource Pinellas Mission

The mission of CareerSource Pinellas is to build the talent pipeline for today and the future by providing easy access to workforce solutions.

### CareerSource Pinellas Strategic Vision

The vision of CareerSource Pinellas is to enhance lives by making talent the region's key competitive asset.

**VALUE PROPOSITION:** CareerSource Pinellas provides customized services through a network of partners, allowing customers to get the right skills and talent at the right time.

**TAG LINE:** Your Talent is Our Passion

**CUSTOMERS:** Primary *external customers* are **jobseekers (emerging, transitioning and incumbent) and businesses.**

Primary *internal customers* are our **staff and our partners.**

**KEY ROLE:** The LWDB will play a key role in furtherance of our vision and mission:

- We **act as a convener** of business and industry on behalf of the workforce system.
- We seek to **catalyze change** in the community to build effective partnerships.
- We **strategically invest** in program innovation.

Our revitalized workforce system will be characterized by three strategic priorities:

- 1) Strengthen strategic partnerships with business and education to become more responsive to the skills needed of the current and future workplace.
- 2) Expand access and reach into the community.
- 3) Promote change and maintain the viability of CareerSource Pinellas' financial growth, quality delivery system and relevancy to job seekers and businesses.

## CareerSource Pinellas Strategic Goals

To accomplish this vision, CareerSource Pinellas has established the following strategic goals:

### Strategic Goal 1

Develop Robust Partnerships with Employers

### Strategic Goal 2

Strengthen Partnerships with Organizations that Provide Educational Opportunities

### Strategic Goal 3

Expand Outreach to Jobseekers

### Strategic Goal 4

Build Organizational Capacity, Promote Change and Transformation of CareerSource

- (2) Describe the local area's strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

One of our overarching goals is to tactically align programs to ensure that employment and training services provided by the core program entities identified by WIOA guidelines (WIOA, WP, Vocational Rehabilitation, and Adult Education) are integrated, coordinated, and complementary.

CareerSource Pinellas is implementing the following initiatives and actions in support of alignment and integration:

- **Regularly engage key, core-program staff** to review and determine how we can coordinate, improve upon, and complement our service delivery.
- **Actively solicit input from our core program organizations, other key partners, and the business community** to assist in strategic planning development.
- **Convene strategic meetings with the local business community and core program staff** to ascertain skills and credentials employers need and, where appropriate, adjust program and training resources accordingly. Conduct periodic gap analyses via employer surveys.
- **Encourage Vocational Rehabilitation and Adult Education to co-locate within CareerSource Pinellas centers** where possible, resulting in better alignment of resources and costs to achieve the board's strategic vision, goals, and objectives.
- **Launch new staff cross-training and awareness initiatives across WIOA-supported programs, as well as other key partner programs.**
- **Draft and execute updated MOUs with core program entities and other key partners** that will document agreed upon strategies that enhance the provision of services to

employers, workers, and job seekers. Specific MOU topics include the use and sharing of information, performance outcomes, and cooperative outreach efforts with employers.

- **Advocate for, implement, and support an integrated information system at the state and local level** that would allow entities that carry out the core programs to streamline coordinated service delivery for joint customers and cross-program referrals.

- (3) Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

CareerSource Pinellas will continue its practices and processes that have, to date, resulted in a high-performing board that is business-needs driven, market-responsive, results-oriented, and integrated with other workforce development system partners. Our board fosters customer service excellence, seeks continuous improvement, and demonstrates value by enhancing employment opportunities for all individuals.

Policies, best-practices, and processes that define our high-performing board and the way it conducts business include, but are not limited to, the following:

#### **The CareerSource Pinellas Board:**

- **Debates strategic alternatives and realigns strategies** based on changing conditions.
- **Monitors implementation of strategic initiatives and measures performance.**
- **Continuously evaluates its budget,** resource allocations, cost-sharing, and expenditures.
- **Focuses on performance, results, and other measures of success.**
- **Adheres to an agenda that includes financial, strategic, governance, operational, and other key workforce metrics** that provide the structural framework for the board's oversight.
- **Solicits and considers input from the community** and customers.
- **Maintains a governance structure and framework that is responsive to its stakeholders.**
- **Leads with clarity regarding its role, responsibilities and focus.**
- **Practices pro-active governance,** especially related to board member recruitment and reappointment.
- **Oversees the quality of leadership and management.**
- **Adheres to a board leadership succession plan** consistent with CareerSource Pinellas By-laws.
- **Communicates effectively with stakeholders** regarding the organization's achievements and plans.

The board's focused and deliberate policies, practices, and processes result in successful execution of our collective local strategic plan and initiatives.



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

CareerSource Pinellas will continuously improve services to individuals with disabilities and other protected groups via close collaboration with partners, resulting in improved access to high-quality workforce services and job-seeker preparedness for competitive integrated employment.

CareerSource Pinellas plans to accomplish this goal by implementing the following service strategies and objectives:

- Bring together core program entities' staff, key partner staff and the business community to integrate services, "blend" and "braid" funds, and leverage resources across multiple service delivery systems to improve services to individuals with disabilities and other protected groups;
- Create systemic change in service delivery design and relevant programs by establishing partnerships, processes, policies, alternate assessments, and programs that better connect education, training, workforce, and supportive services to improve employment outcomes of individuals with disabilities and other protected groups in existing career pathways programs;
- Promote more active engagement with the business sector to identify the skills and support that workers with disabilities and other protected groups need and to better communicate these needs to the core programs' staff, other key partners, education and training providers, job seekers, and state decision-makers;
- Continue to provide physical and programmatic accessibility to employment and training services for individuals with disabilities. Our full-service One-Stop centers, as well as our Tarpon Springs facility, provide access to computer equipment that is fully ADA compliant for people with disabilities.
- Work with our core program partner, Vocational Rehabilitation, to provide youth with disabilities extensive pre-employment transition services so they can successfully obtain competitive integrated employment;
- Improve the employment outcomes of individuals with disabilities and other protected groups who are unemployed, underemployed, or receiving Social Security disability benefits. We will refine and expand services available through our local centers and connect these customers to existing successful career pathways programs;
- Provide more and diversified job-driven training opportunities for individuals with disabilities and other protected groups, including work-based training approaches such as OJT, summer Science Technology Engineering and Mathematics (STEM) programs, apprenticeships, internships, and paid work experience (PWE); and
- Increase credential attainment for individuals with disabilities and other protected groups. Credentials include high school diplomas, industry-recognized certificates, and two- and four-year postsecondary degrees that enable these individuals to compete for employment along a career pathway in targeted industries and other high-demand/emerging occupations.



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

The vision and goals contained within CareerSource Pinellas' plan were developed under the leadership of the CareerSource Pinellas Board of Directors during a three-month period.

Engaging local and regional stakeholders and obtaining feedback have been central to our vision and goal creation process. LWDB–Region 14 board members, local employers, including those within our five targeted industries, the County Commission, Chambers of Commerce, Economic Development Corporations (EDCs), training providers, local education, and other agencies have provided valuable feedback in this collaborative process.

CareerSource Pinellas has made the plan publicly available via our website, other electronic means, and in open meetings to ensure transparency. The process has provided an opportunity for public comment and input into the development of all components of the plan, including the vision and goals. With the dynamic exchange of information and input received, we were empowered to develop a unified, executable, and achievable plan.

- (6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)).

Our ongoing mission is to develop and lead a responsive, integrated, efficient and employer-needs driven workforce system, providing comprehensive services to Pinellas County's citizens and business community.

Our goals directly align with meeting and exceeding federal WIOA performance measures, i.e., successfully assisting local job seekers with gaining and retaining employment, at the self-sufficient wage-level or better.

CareerSource Pinellas' collaboration across core partners, extended partners, and other LWDBs support efficiencies across programs by sharing resources and streamlining efforts. The approach drives higher levels of performance for the entire One-Stop system, supports economic growth, and promotes job seeker self-sufficiency.

Our ongoing initiatives to implement best practices of data-driven decision making and continuous self-assessment will help us to navigate change, meet guidelines, and better respond to the needs of business and job seeker customers.

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

Annually, under CareerSource Administrative policy #FG-OSPS 88, CareerSource Florida, with the DEO acting as the representative of CareerSource Florida, requires local boards and CareerSource Florida to negotiate and reach agreement to local levels of performance for each of the performance indicators identified under 20 CFR 666.300. Negotiated local levels of performance or annual goals are based upon regression modeling methodology transitioning to statistical analysis modeling as to be determined by CareerSource Florida and the DEO.

Current negotiated levels of performance for CareerSource Pinellas are as follows:

<b>PY 2018-2020 FLORIDA WORKFORCE WIOA PRIMARY PERFORMANCE INDICATORS</b> <b>July 1, 2018 - June 30, 2020 Negotiated LWDB Goals</b>		
Local Area Performance Indicator	CareerSource Pinellas	CareerSource Pinellas
Common Measures	PY 2018-2019 Performance Goals	PY 2019-2020 Performance Goals
<b>Adults:</b>		
Employed 2 <sup>nd</sup> Qtr. After Exit	85.0%	85.2%
Employed 4 <sup>th</sup> Qtr. After Exit	82.5%	83.0%
Median Wage 2 <sup>nd</sup> Qtr. After Exit	\$6,850	\$6,850
Credential Attainment Rate	62.0%	65.0%
<b>Dislocated Workers:</b>		
Employed 2 <sup>nd</sup> Qtr. After Exit	83.0%	83.0%
Employed 4 <sup>th</sup> Qtr. After Exit	79.0%	79.0%
Median Wage 2 <sup>nd</sup> Qtr. After Exit	\$6,850	\$6,850
Credential Attainment Rate	68.0%	68.0%
<b>Youth Common Measures:</b>		
Employed 2 <sup>nd</sup> Qtr. After Exit	75.0%	75.5%
Employed 4 <sup>th</sup> Qtr. After Exit	69.0%	69.0%
Credential Attainment Rate	75.2%	75.5%
<b>Wagner-Peyser:</b>		
Employed 2 <sup>nd</sup> Qtr. After Exit	62.0%	62.0%
Employed 4 <sup>th</sup> Qtr. After Exit	64.0%	64.2%
Median Wage 2 <sup>nd</sup> Qtr. After Exit	\$4,850	\$4,850

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

The LWDB uses the negotiated performance measures as indicators for our fiscal and administrative performance, as well as for our contracted service providers and One-Stop Operator.

Additional factors such as program enrollment, cost per enrollment, active participants, placements, wage at placement, retention, and other relevant outcome measures are incorporated into the LWDB's strategic plans and reviewed quarterly by the LWDB. These

factors are included in service provider contracts with annual goals and in performance standards where the LWDB provides direct services.

The LWDB also uses CareerSource Florida reporting, such as the Continuous Improvement Performance Initiative, formerly the Performance Modeling Report, to measure services to targeted populations, density of training services, and level of employer services. In addition to program reports, the effectiveness of the fiscal entity is measured through independent audits, independent agreed-upon procedures and administrative monitoring conducted by the State of Florida.

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

“Self-sufficiency” for Dislocated Workers is defined as having a job with a wage that is at least 80 percent of the Dislocated Worker’s pre-layoff wage. This definition of self-sufficiency does not apply when serving an individual who will lose their job without training, as training is integral to job retention and the employer’s talent pool.

Self-sufficiency for employed adults is defined as a wage that is equal to or above \$26/hour or a family income above 250% of the Lower Living Standard Income Level (LLSIL), whichever is higher. If the self-sufficiency wage level is above 250% of the LLSIL and above the average wage in this region, CareerSource Pinellas will include justification in the individual’s file that the level is required to provide for the individual and his/her family.

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## COORDINATION OF SERVICES

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

CareerSource Pinellas has established strong, robust, and sustained partnerships with core program providers whose performance is under the direct oversight of CareerSource Pinellas and the One-Stop system. Coordination is managed within a direct line of supervision with coordinated service delivery and accountability.

Core Programs managed through CareerSource Pinellas direct services and provisions include:

- Labor Exchange services provided under WP staff;
- Veteran's Employment programs;
- WIOA Adult, Dislocated Worker, and Youth services;
- Trade Adjustment Assistance Act (TAA) programs;
- TANF programs authorized under Social Security Act Title IV, Part A;
- RESEA providing employment services in support of DEO's state Unemployment Compensation program; and
- Information and local navigation assistance to DEO's state Unemployment Compensation program.

Core programs and services that are managed through a contract provider of CareerSource Pinellas or partner under MOUs include:

- WIOA youth services;
- Title IV program services through the Department of Vocational Rehabilitation;
- Offender reentry services through the Pinellas County Ex-offender Re-entry Coalition\*;
- Senior Community Service Employment program;
- Adult Education and Literacy programs under Title II, local County Schools Adult and Education;
- Career and postsecondary technical education programs under Carl D. Perkins Career and Technical Education Act of 2006 through multiple training partners and apprenticeship programs;
- Division of Blind Services (referral and MOU); and
- Housing Agency Authorities across Pinellas County\*.

\* Denotes MOU in process

Other branded CareerSource Pinellas workforce employment and training programs managed through direct services or an approved contracted provider include:

- TANF program employment and training services to the non-custodian parent through the CareerSource Pinellas Non-Custodial Parent Employment and Training Program (NCPEP contract provider);
- SNAP Employment and Training program;
- Social Security Administration (SSA) Employment Network and TTW program along with a sustained Disability Employment Initiative or program; and
- Internship programs.

Once it is determined that individualized career services are appropriate for an individual to obtain or retain employment, services are made available to the individual through CareerSource Pinellas center resources, center staff, or partners.

CareerSource Pinellas frontline staff are highly familiar with the functions, basic eligibility requirements, and the services of each program. Staff actively assist customers to access appropriate programs and services, and make knowledgeable referrals to partner programs as needed and within the authorized scope of the program.

When appropriate, CareerSource Pinellas staff and our partners organize and integrate services by function rather than by specific program. The CareerSource Pinellas team strives to coordinate staff and partner communications, capacity building, and training efforts. Service integration focuses on serving all customers, including targeted populations, seamlessly by providing a full range of services staffed by cross-trained teams fluent with the purpose, scope and requirements of each program.

Coordination and minimized duplication of services are accomplished via use of the state-wide Employ Florida (EF) system, which tracks labor exchange data for all job seekers services, employer services, education and training services under WIOA, TAA, Veterans, RESEA, Migrant and Seasonal Farmworker (MSFW), and all CareerSource Pinellas programs. Where statutory guidelines permit, CareerSource Pinellas and partner staffs maintain and monitor delivery of individualized career services in the Employ Florida system.

Where programs such as TANF, SNAP and NCPEP are tracked in an alternate state management information system, e.g., the One-Stop Service Tracking System (OSST) or the UI Project Connect management information system, data exchange interfaces or batch uploads help maintain coordination across programs. Center staff also have access to multiple systems in instances where dual entry is still necessary.

Services coordination and quality are continuously maintained and improved through ongoing staff training and, where appropriate, cross-training across all of our locations.

Cross-training promotes a holistic understanding of each program, provides opportunities for staff to share expertise, improves support for all staff, and results in better customer service. Cross-training also ensures staff are aware of how their contribution positively impacts seamless delivery of individualized services, and how their particular function supports the overarching vision of the board.

- (2) Coordination with Economic Development Activities:** Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the local area (or planning region) in which the local area is located and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

CareerSource Pinellas recognizes the importance of coordinating workforce and economic development activities that positively contribute to long-term economic growth. Economic development leaders have always had a seat on the LWDB and the Workforce Solutions Committee to provide input and participate in workforce planning efforts. Examples of coordinated efforts include the following situations:

- For over three years, CareerSource Pinellas has had agreements with local Economic Development Councils (EDCs) for the provision of referrals of new employers to the workforce system, promotion of workforce services at workshops, EDC training, Incumbent Worker Training, and Rapid Response/REACT (Reemployment Emergency Assistance and Coordination Team) services. These agreements will continue to be refined on an annual basis. The partnerships with the local EDC, including the area's Small Business Development Centers and other county-funded programs will enhance the promotion of entrepreneurial training and microenterprise services.
- CareerSource Pinellas will continue to participate in the Florida Economic Development Council and local chambers of commerce as part of our efforts to remain abreast of emerging industries, emerging jobs and the workforce needed to fill new and future jobs.
- Additionally, CareerSource Pinellas works directly with business associations to identify the workforce needs of the businesses, job seekers and workers in the local area. Our active, regular participation in business association events to discuss business needs and employer satisfaction with our network ensures LWDB–Region 14 has insider feedback from an economic development perspective.

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

While the workforce system's core functions remain focused on employment, WIOA's legislative intent was to impact state policy so that workforce and postsecondary systems would collaborate to provide more access to postsecondary credentials.

CareerSource Pinellas has an extensive history of alignment between our programs and public secondary and postsecondary institutions, particularly with community colleges and technical training institutions. Two of our one stop centers are colocated within a local technical college and within an Adult Education site. We continue the collaborative work with local secondary and postsecondary education programs to fully implement the strategic intent of WIOA.

Examples of coordinated strategies with educational providers include, but are not limited to, the following:



### CareerSource Pinellas Center Staff:

- **Maintain an ongoing referral process with secondary and postsecondary education providers** that leverages WIOA funds for students that are entering training or already actively enrolled. Through our coordination of services, we can evaluate and assess our customers' need for financial assistance through an Individual Training Account (ITA). Where appropriate, we also provide wrap-around supportive services and employment assistance to candidates who have already covered their training expenses.
- **Perform an analysis of each customer's financial status and financial aid options**, and where appropriate, supplement Pell Grants with WIOA funds for training that leads to certification or credentialing.
- **Collaborate closely with local educational providers to optimize access to WIOA programs and services.** Collateral outreach materials are placed strategically and shared at approved training providers, as well as other locations, e.g., Adult Education centers, community-based sites, and faith-based organizations throughout the county.
- **Regularly communicate with educational partners to ensure clarity regarding WIOA** programmatic eligibility/suitability requirements, the application process, and ongoing availability of funds.
- **Appoint a staff-member point-of-contact for each training provider**, ensuring timely and effective communication.
- **Conduct WIOA information sessions.** The events facilitate an enhanced referral process for staff and training providers.
- **Coordinate onsite pre-screening and recruitment events and actively participate in education providers' orientations, job fairs, college nights, and more,** to engage directly with new or active students, discuss available services, and promote the benefits of participating in WIOA.
- **Provide job seekers with immediate access to discuss education and workforce needs** with a WIOA trained counselor.
- **Review career pathway options with customers and encourage utilization of online assessments to help clarify career-direction.** Additionally, our staff provides onsite assessment, eligibility determination, case management, ITAs, and supportive services throughout a customer's training period.

The board fulfills core duties of an effective planning and leadership body responsible for oversight of workforce systems and funds, but it also serves as a hub for the workforce system to share best practices. Additional collaborative best practices include:

- **Drafting and executing sector strategies** that are informed by current Labor Market Information (LMI), economic data, career pathways, Reemployment Assistance (RA) resources, and competency models to help drive skill-based initiatives.
- **Creating career pathways that lead to industry-recognized credentials, encourage work-based learning, and use state-of-the-art technology** to accelerate learning and promote college and career success.
- **Continuous training and equipping of Career Center staff** with the knowledge, skills, and motivation to provide superior service to job seekers.



- **Cross-training center staff to increase staff capacity, expertise and efficiency.** Staff from differing programs are equipped to understand every program and to share their expertise about the needs of specific populations.
- **Conducting annual training-provider meetings** that address relevant WIOA eligibility criteria changes, service delivery best practices, and an overview of all workforce programs and services.
- **Sponsoring an annual training-provider fair**, open to the public, which gives educational partners an expanded opportunity to promote their programs and services to job seekers and CareerSource Pinellas staff.
- **Enlisting educational partners to participate in our monthly job fairs** to showcase their available training programs that are on the Targeted Occupations List (TOL).
- **Serving on postsecondary educational advisory boards.**
- **Leveraging opportunities for ongoing data sharing** to maximize performance outcomes under WIOA.

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

#### **Transportation Support Services Systems in Use**

CareerSource Pinellas utilizes approved systems to manage its coordination and delivery of transportation services and other supported services. Through the state management information systems, Employ Florida (EF) and One-Stop Service Tracking (OSST), needs assessment, program issuance of transportation services, and other supported services are managed and documented. Additionally, the fiscal accounting system MICROIX and issuance system, Card Tracker track services, customer receipts of services and issuance history. The Automated Tracking, Linking, and Archiving Solution (ATLAS) system is an electronic document management system (EDMS) that retains participant electronic records, giving global access to center staff and supporting coordination across programs and locations.

CareerSource Pinellas has developed and maintains operational policies and procedures to regulate and monitor issuance, coordination of transportation, and other supportive services. A participant budget is created and maintained per allowable levels of services for non-transportation services and tracked annually. Developed procedures include monthly and/or quarterly reviews of program issuances, and guidelines for use of resources to manage overall service delivery and coordination.

#### **Transportation Organization Engagement**

CareerSource Pinellas program directors actively participate in the region's Metropolitan Planning Organization's Transportation Disadvantaged Coordinating Board, ensuring that workforce development representation is present to address the needs and issues facing our customers. Our participation also enables us to provide input on budget issues facing public transportation needs in our community as well as service delivery.

Additionally, our leadership participates in the multi-county Tampa Bay Area Regional Transit Authority (TBARTA) Transit Management Committee in collaboration with Pinellas, Pasco, Hillsborough, Hernando and Manatee Metropolitan Planning Organizations (MPOs), transit

providers such as PSTA and HART and other key stakeholders to address the needs of interregional transportation planning and services. Engagement with TBARTA affords the LWDB with broader scope and input on planning of regional transportation projects and budget priorities to address needs for regional transit as they relate to impacting employment access.

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

CareerSource Pinellas, in partnership with Florida's DEO, provides employment services through the One-Stop system under the Wagner-Peyser (WP) Act. Funding for state employees is provided through DEO as well as oversight of human resources and policy guidance in the delivery of WP employment services. CareerSource Pinellas management directly hires and fires under approval of the DEO and develops and trains state employees. Our management supervises all day-to-day functions and delivery of WP services across our One-Stop centers, in tandem with all other programs and services.

Local state employees play a pivotal role in our overall CareerSource Pinellas organization. They are central to service delivery, including basic, individualized, and labor-exchange services, particularly for those individuals with barriers to employment as defined in WIOA sec.3 (24). DEO employees work hand-in-hand with center staff to provide and maintain seamless service delivery. All DEO staff identify as CareerSource Pinellas staff and take pride in the overall delivery of high-quality, customer-focused services.

CareerSource Pinellas has developed and maintained operational policies and procedures for the delivery of programs and program services to include WP employment services under the WP Act. Staff training, development, and supervision is seamless across board, partner, and state staff.

All CareerSource Pinellas staff, including DEO staff, manage and track delivery of services through a single integrated state management system, Employ Florida (EF), which captures staff-assisted, self-services through the labor exchange. In addition to EF, CareerSource Pinellas' central document management system, ATLAS, supports accurate record retention, promotes coordination of services, and reduces duplication of services.

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

**WIOA requirements set forth in Title II, LWDB–Region 14 supports Adult Education initiatives that include:**

- 1) Assisting adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;

- 2) Assisting 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) Assisting adults in attaining a secondary school diploma and in the transition to postsecondary education and training, through career pathways; and
- 4) Assisting refugees and other individuals who are English language learners in:
  - a) Improving their
    - i) Reading, writing, speaking, and comprehension skills in English;
    - ii) Mathematics skills; and
  - b) Acquiring an understanding of the American system of government, individual freedom, and the responsibilities of citizenship.

**CareerSource Pinellas fosters ongoing and impactful relationships with virtually all accredited Adult Education providers in our region,** and currently refers clients to Adult Education for literacy, diploma attainment, General Equivalency Diploma (GED) preparation, and ESOL programs, as appropriate.

The Department of Adult and Community Education (DACE) facilitates educational services that provide basic literacy and adult general education services to address the goals and objectives of both state and national priorities. DACE commits its material resources and professional staff to maintain the partnership between all One-Stop centers and the district's Title II Adult Education Program.

In support of our strategic goal to tactically align workforce development programs, we continue to work collaboratively with the Adult Education community and online education provider Penn Foster to implement WIOA objectives and credentials. Our customers have direct access to Penn Foster course work and can take exams at either of our full-service One-Stop centers.

Outlined below are additional, tactical WIOA-oriented Adult Education services provided by the workforce development system and One-Stop Career Centers:

- Printed information about the educational services available.
- Assistance to participants in obtaining available financial aid information and make appropriate referral.
- Referrals for GED preparation and testing.
- Information on nontraditional career opportunities.
- Information on youth and adult apprenticeship programs.
- Job shadowing opportunities through School-to-Careers.
- Information on special events focusing on career exploration.
- Information from One-Stop staff on educational and training opportunities.

#### **Colocated Satellite Center Model**

In addition to existing centers colocated at Pinellas Technical College and St. Petersburg campuses, a new satellite center—Clearview Adult Education is now in development to further support partnerships and initiatives. The colocated center will aide in mutual referrals for WIOA funding and easy access to all the available career exploration and job seeker services.

LWDB-Region 14 has also conducted meetings with the Farm Worker Career Development Program (FCDP) Adult Education division, both at the state and local level, to discuss coordination of program services. We share customer data to identify opportunities for dual enrollment and have begun to share performance outcome data on those who have exited the program.

### **New Education Provider Application Review Policy**

Any new education-provider applications are formally submitted to LWDB–Region 14 and are reviewed consistent with the requirements of Title II, Section 232, including:

- 1) a description of how funds awarded under this title will be spent consistent with the requirements of this title;
  - 2) a description of any cooperative arrangements the eligible provider has with other agencies, institutions, or organizations for the delivery of Adult Education and literacy activities;
  - 3) a description of how the eligible provider will provide services in alignment with the local plan under section 108, including how such provider will promote concurrent enrollment in programs and activities under Title I, as appropriate;
  - 4) a description of how the eligible provider will meet the state adjusted levels of performance described in section 116(b)(3), including how such provider will collect data to report on such performance indicators;
  - 5) a description of how the eligible provider will fulfill One-Stop partner responsibilities as described in section 121(b)(1)(A), as appropriate;
  - 6) a description of how the eligible provider will provide services in a manner that meets the needs of eligible individuals; and
  - 7) information that addresses the considerations described under section 231(e), as applicable.
- (7) Reduction of Welfare Dependency:** Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help individuals become self-sufficient.

With the goal of reducing welfare dependency, LWDB–Region 14 coordinates workforce investment activities to equip workers, including TANF and SNAP recipients, with vocational skills and the ability to not only obtain but retain employment, while earning a living wage.

The above objective is supported within our network via services delivery, e.g., career exploration assistance, educational attainment, credentialing, follow-up services, skills training for in-demand occupations that can lead to employment, job search, job readiness training, and other WIOA and TAA services.

Our ongoing services enhance alignment and local market responsiveness of workforce, welfare, education, and economic development systems. The efforts result in improved service integration that reduces welfare dependency and increases opportunities for self-sufficiency, access to higher-skilled and living-wage careers, and lifelong learning opportunities. We believe these strategies, along with accountability, empower individuals to achieve self-sufficiency.

The Florida Legislature and U.S. Department of Agriculture Food and Nutrition Service have mandated that the SNAP E&T program resumes mandatory participation by each Able-Bodied Adult without Dependents (ABAWD) as determined by the state's Department of Children and Families (DCF). This program is also known as **SNAP MN** or SNAP Mandatory Employment and Training.

When an individual applies for, or is receiving Food Assistance benefits formerly known as food stamps, DCF reviews the applicant and determines if the applicant is ABAWD, meaning continuance of the applicant's Food Assistance benefits is conditioned upon participation in the local CareerSource or American Jobs center for employment and training activities. In Pinellas County, CareerSource Pinellas provides comprehensive services and oversees completion of an ABAWD's mandatory hours. An ABAWD must complete 80 hours per month in their allowable SNAP MN activity. A total of 20 hours per week is recommended.

A similar flow has been established for Temporary Assistance for Needy Families (TANF), where DCF determines eligibility for TANF families and referring "mandatory" candidates to the local one-stop center.

### **Services provided to TANF and SNAP recipients through the One-Stop centers**

The approach includes SNAP and TANF counselors coordinating the pipeline of individuals and assisting with the navigation of services. CareerSource utilizes existing services (as described above) enhanced with additional funds, specific investment in education/paid work experience, and job retention. Through the use of coaching, mentoring, motivational interviewing, and listening to personal choices, intervention strategies are designed to help families secure skills, education, and employment within a targeted sector area.

CareerSource Pinellas is partnering with local DCF staff on the Reducing Families in Crisis initiative. The goal of this initiative is to reduce the number of families dependent on welfare by increasing pre-crisis contact and reducing re-entry. DCF and CareerSource Pinellas are working together to achieve this goal by building collaborative partner relationships, creating better, two-way communication channels, better leveraging the pipeline of customers for key needed services, and ensuring that current customers have access to all available services.

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

### **Division of Vocational Rehabilitation**

CareerSource Pinellas partners with the Division of Vocational Rehabilitation via a Memorandum of Understanding (MOU). The purpose of the MOU is to facilitate cooperative workforce training, employment and economic development efforts to be taken by each to ensure an effective One-Stop delivery system. Examples of cooperation, collaboration, and coordination include providing referrals, preparing and reviewing monthly performance reports



that quantify successful employment, providing logistical and IT support for the two entities to be fully integrated, and meeting periodically to discuss the effectiveness and success of the partnership.

See MOU in Attachment A.2

### **Florida Department of Education, Division of Blind Services**

CareerSource Pinellas partners with the Division of Blind Services through an MOU. This Agreement is a collaborative effort to coordinate with the Division of Blind Services to provide access to workforce services and programs through the One-Stop delivery system. Coordination activities include providing referrals, providing a collaborative meeting space within one-stop centers, preparing and reviewing monthly performance reports that quantify hire-activity, providing logistical and IT support, and regular meetings to share notes and resources.

See MOU in Attachment A.1

## **DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM**

**(1) General System Description:** Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)).

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

All of the required WIOA partners are included in CareerSource Pinellas' One-Stop delivery system. The unified system of One-Stop centers provides direct and comprehensive employment services and connects customers to work-related training and education. Our services also help businesses find skilled workers and access other supports, including education and training for their current workforce.

LWDB–Region 14 directly manages or has oversight for a wide range of core programs. For services that we do not offer directly, we maintain strong, robust, and sustained partnerships with core program providers, and we retain oversight for coordinated service delivery and accountability.

The six core WIOA programs are outlined below:

- WIOA Title I (Adult, DW and Youth formula programs) administered by Department of Labor (DOL)
- Title II – Adult Education and Literacy programs administered by the DoE
- Title III – WP employment services administered by DOL; and
- Title IV – Rehabilitation Act of 1973 programs administered by DoE.

WIOA Title I	Youth Employment & Training	WIOA Youth program services include the attainment of a high school diploma or its recognized equivalent, entry into postsecondary education, and individualized delivery of 14 types of career readiness opportunities.
	Adult Employment & Training	WIOA Adult program services include career services, training services, and job placement assistance. Priority is given to recipients of public assistance, other low-income individuals, veterans, and individuals who are basic skills-deficient.
	Dislocated Worker (DW) Employment & Training	WIOA DW program services target individuals who lost jobs due to plant closures, company downsizing, or some other significant change in market conditions. In most cases, eligible workers are unlikely to return to their occupations, and they must be eligible (or have exhausted) UC/UI benefits.
WIOA Title II	Basic Education for Adults	Adult Education and Literacy services include integrated education and training, workplace preparation, family literacy, integrated English language literacy, and civics education.
WIOA Title III	Wagner Peyser Employment Services	Wagner Peyser Employment Services, often referred to as basic labor exchange services, provide access to employment services to all job seekers including job search preparation and placement assistance services. Employers may receive general or specialized recruitment services through self-service or staff-assisted job orders.
WIOA Title IV	Vocational Rehabilitation Services	Vocational Rehabilitation programs provide training services to help eligible individuals with disabilities become employed. The priority is competitive, full-time employment. Depending on the individual's disability and functional limitations, however, other outcomes such as part-time employment, self-employment, or supported employment are also appropriate. Services focus both on helping high school students plan as they prepare for transition to work, and delivery of a range of individualized adult services.

In addition to the core programs, for individuals with multiple needs to access the services, the following partner programs provide access through the One-Stops and are outlined:

Programs	Contributions/Roles/Resources
Career and Technical Education (Perkins)	<ul style="list-style-type: none"> <li>• Board and planning representation.</li> <li>• Colocation of staff onsite at the Career and Technical Education Centers.</li> <li>• Adult Education basic skills training, GED training, and testing.</li> <li>• Postsecondary Occupational Skills Training (OST) through ITAs.</li> <li>• Job placement assistance.</li> <li>• Promotes CareerSource Pinellas programs and services in their Career and Technical Education Centers by providing collateral materials, flyers, and contact information.</li> <li>• Involves CareerSource Pinellas management staff in their advisory boards.</li> </ul>



Community Services Block Grant	<ul style="list-style-type: none"> <li>• Planning and coordination of services.</li> <li>• Colocation of staff onsite at the One-Stop Career Center.</li> <li>• Colocation of One-Stop Career Center staff.</li> <li>• Training services provided through community block grants and limited supportive services.</li> <li>• Job placement assistance.</li> <li>• Sharing of information regarding CareerSource Pinellas programs and services in their offices via collateral materials, flyers, and contact information.</li> </ul>
HUD Employment and Training Programs	<ul style="list-style-type: none"> <li>• Board and planning representation.</li> <li>• Workforce Services Agreement and coordination of referral between entities.</li> <li>• Colocation of staff onsite at the One-Stop Career Centers.</li> <li>• Financial literacy workshops and seminars.</li> <li>• Individual counseling services on home buying, credit repair, etc.</li> <li>• Job placement assistance.</li> <li>• Sharing of information regarding CareerSource Pinellas programs and services in their offices via collateral materials, flyers, and contact information.</li> </ul>
Job Corps	<ul style="list-style-type: none"> <li>• Board and planning representation.</li> <li>• Workforce Services Agreement and coordination of referral between entities.</li> <li>• Colocation of staff onsite at the One-Stop Career Center.</li> <li>• Adult Education and Occupational Skills Training.</li> <li>• Job placement assistance.</li> <li>• Sharing of information regarding CareerSource Pinellas programs and services in their offices via collateral materials, flyers, and contact information.</li> </ul>
Local Veterans Employment Representative (LVER) and Disabled Veteran Outreach Program (DVOP)	<ul style="list-style-type: none"> <li>• CareerSource provides direct services as approved by CareerSource Florida (CSF).</li> </ul>
National Farmworker Jobs Program	<ul style="list-style-type: none"> <li>• Planning and coordination of services.</li> <li>• Co-location of staff onsite at the One-Stop Career Centers.</li> <li>• Training services provided and limited supportive services.</li> <li>• Job placement assistance.</li> <li>• Sharing of CareerSource Pinellas programs and services in their offices via collateral materials, flyers, and contact information.</li> </ul>
Senior Community Service Employment Program	<ul style="list-style-type: none"> <li>• Planning and coordination of services.</li> <li>• Co-location of staff onsite at the One-Stop Career Centers.</li> <li>• Job placement assistance.</li> <li>• Sharing of CareerSource Pinellas programs and services in their offices via collateral materials, flyers, and contact information.</li> </ul>

Temporary Assistance for Needy Families (TANF)	<ul style="list-style-type: none"> <li>• CareerSource Pinellas provides direct services as approved by CSF.</li> </ul>
Trade Adjustment Assistance (TAA) Programs	<ul style="list-style-type: none"> <li>• CareerSource Pinellas provides direct services as approved by CSF.</li> </ul>
Unemployment (UI) Compensation Programs; and	<ul style="list-style-type: none"> <li>• CareerSource information and local navigation assistance to DEO's centralized State Unemployment Compensation program.</li> </ul>
YouthBuild	<ul style="list-style-type: none"> <li>• In partnership with grant recipient or as part of a federal grant award.</li> </ul>

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

CareerSource Pinellas manages several optional workforce programs through its centers and CareerSource Pinellas staff, which include:

- TANF program employment and training services to the non-custodial parent through the CareerSource Pinellas Non-Custodial Parent Employment Program (NCPEP) contract provider;
- Supplemental Nutrition Assistance Program (SNAP) Employment and Training program;
- Social Security Administration (SSA) Employment Network and Ticket to Work (TTW) program along with a CareerSource Pinellas sustained Disability Employment Initiative or program; and
- CareerSource Pinellas Internship program.

CareerSource Pinellas continually seeks out opportunities within the region to develop Memorandums of Agreement (MOAs) with partner organizations, including community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs that align with our vision mission and strategic goals.

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

The LWDB, with the agreement of the CEO, developed and entered into a MOU between CareerSource Pinellas and the following One-Stop partners, including core program partners:

- DOE Division of Blind Services
- DOE Division of Vocational Rehabilitation
- Vocational Rehabilitation

**(2) Customer Access:** Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.

CareerSource Pinellas, its partner programs, and entities that are jointly responsible for workforce and economic development, educational, and other workforce programs currently collaborate to create a seamless, customer-focused One-Stop delivery system that integrates service delivery across all programs and enhances access to the programs' services.

Our integrated workforce delivery system includes, as required by WIOA, six core programs (Title I Adult, DW, and Youth programs; Title II Adult Education and Literacy programs; Title III WP program; and Title IV Vocational Rehabilitation program), as well as other required and optional partners, such as TANF, identified in WIOA.

CareerSource Pinellas has established policies that support integration of services for the region's career centers resulting in a customer-centered service delivery system. Job seeker and employer databases are shared across our partner network and where possible, via web portals, and our career centers serve as a centralized hub for integrated access to information and services.

Career center policies are clearly delineated and referenced in the MOUs and MOAs. They outline an appropriate combination and integration of services that are either offered directly or through referrals to partner programs at every career center. Our ongoing goal is to deliver a unified customer service experience at our career centers for all One-Stop partner programs. Intake, assessments, referrals, case management, and data systems are also integrated between partners where possible. Where systems are currently not fully integrated, we are collaborating with partners to identify solutions.

In line with our goals we will continue to improve and/or implement the following initiatives and actions within our career centers.

CareerSource Pinellas will:

- **Staff engagement** – Convene initial and periodic meetings of the core programs' key staff to discuss and determine how we can best coordinate and complement our service delivery so that job seekers acquire the skills and credentials that meet employers' needs.
- **Business Engagement** – Further engage the business community to ascertain the skills and credentials employers need. All core programs' key staff will be invited to participate in these strategic meetings and work with CareerSource Pinellas to determine what changes, if any, are needed based on this input from local employers.
- **Gap Analysis** – Conduct periodic gap analyses through surveys and discussions with the business community to identify the skills and credentials employers in key industry sectors currently need in the short term and will need in the long term. All core program key staff will be invited to participate in the discussions with local employers, review the final draft of the analysis of the survey results, disseminate the final report, and work with CareerSource Pinellas to determine what changes, if any, are needed based on this input from local employers in targeted industry sectors.
- **Services Access** – Ensure that key partners and services will be available at our centers, either through co-location, informational brochures and/or referrals. CareerSource Pinellas will also continue to invite Vocational Rehabilitation and Adult Education to co-locate within CareerSource Pinellas centers whenever possible and feasible and explore

aligning of resources and cost arrangements where and when practical to achieve the board's strategic vision, goals and objectives.

- **Expanded Funding Resources** – Enlist state and local organizations responsible for core programs and other key partner programs to dedicate funding for infrastructure and other shared costs if co-location space is available and joint programming is a possibility.
- **Improved Staff Training** – Develop new strategies to support and encourage staff training and awareness across programs supported under WIOA as well as other key partner organizations to increase the quality and expand the accessibility of services that job seekers and employers receive.
- **Strategic Partner Agreements** – Draft updated MOUs with core program organizations and other key partners that will document agreed-upon strategies to enhance the provision of services to employers, workers and job seekers, such as use and sharing of information, performance outcomes, and cooperative outreach efforts with employers.
- **Center Certification** – Follow state guidance for our centers to become certified and maintain that certification to ensure continuous improvement, access to services (including virtual access), and integrated service delivery for job seekers and employers.
- **Promotion of our Regional Brand, CareerSource Pinellas** – Continue to leverage Florida's common identifier (CareerSource Pinellas) and branding standards so that job seekers and employers that need qualified workers can easily find our local centers.
- **Improved and Integrated Customer Service** – Collaborate with the state and local organizations responsible for core programs to improve customer service and program management by exploring and possibly implementing integrated intake, case management, and reporting systems.
- **Sector Partnership Focus** – Promote the use of industry and sector partnerships to address the workforce needs of multiple employers within an industry.
- **Support for Work-based Learning Initiatives** – Budget allowable funds for demonstrated effective work-based strategies that meet employers' workforce needs, including On-the-Job Training (OJT), Incumbent Worker Training (IWT), Reemployment Assistance (RA), and Paid Work Experience (PWE), and partner with employers to leverage appropriate work-based learning resources.
- **Youth Program Improvements** – Engage and encourage Job Corps to report on the youth program's common performance measures to increase alignment between the programs. CareerSource Pinellas will partner with Job Corps to establish community networks with employers to improve services to and outcomes for participants.
- **Support for Registered Apprenticeship Partners** – Include registered apprenticeship programs on our Eligible Training Provider (ETP) list for Adult and Dislocated Worker programs as long as participants remain registered and achieve minimum standards for performance outcomes. Include a representative of a registered apprenticeship program as a member of the board, ensuring that a key employer voice contributes to strategic planning activities for the workforce system.

- A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during

consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

LWDB–Region 14's career centers and partners provide job seekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.

CareerSource Pinellas promotes accessibility for all job seekers to our career centers and program services and is fully compliant with accessibility requirements for individuals with disabilities within our centers whenever possible. Career centers in our local area assist job seekers with disabilities in all programs, and our region has annually assessed physical and programmatic accessibility. Enhanced access includes, but is not limited to, ensuring assistive technology and materials are in place, and front-line staff members are trained in the use of this technology.

CareerSource Pinellas has adopted a policy on reasonable accommodation, which has been distributed to all career center staff, training providers, and partner agencies. The policy provides guidance on the processes and procedures to follow, should a job seeker request, or appear to need, an accommodation. In addition, we have a staff member with extensive training and expertise in serving individuals with disabilities, previously our disability navigator, who is our local resource for any issue that arises.

As with any program delivery or activity, CareerSource Pinellas seeks input from stakeholders, e.g., local independent living centers and board members, regarding reasonable accommodation, and we incorporate that input into policy and/or procedures whenever possible and allowable.

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

CareerSource Pinellas and partner agencies that are jointly responsible for workforce and economic development, education, and other workforce programs already collaborate to create a seamless, customer-focused One-Stop delivery system that integrates service delivery across all programs and enhances access to the programs' services.

CareerSource Pinellas career centers and partners provide job seekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. Our full-service centers are fully compliant with accessibility requirements for individuals with disabilities.

In addition, CareerSource Pinellas and its partners located within the career centers ascribe to the principles of universal design of the facility, materials, service delivery and technology whenever and wherever possible and practical, including the following seven core principles:

- 1) **Equitable Use** – the design is useful for people with diverse abilities.
  - a. The same means of use is provided for all users: identical whenever possible; equivalent when not.
  - b. We avoid segregating or stigmatizing any users.
  - c. Provisions for privacy, security, and safety are made equally available to all users.
- 2) **Flexibility in Use** – the design accommodates a wide range of individual preferences and abilities.
  - a. We provide choice in methods of use.
  - b. We provide adaptability to the user's pace.
- 3) **Simple and Intuitive Use** – use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.
  - a. We eliminate unnecessary complexity.
  - b. We strive always to meet user expectations.
  - c. We accommodate a wide range of literacy and language skills.
- 4) **Perceptible Information** – the design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
  - a. We use different modes (pictorial, verbal, written) for redundant presentation of essential information.
  - b. We maximize "legibility" of essential information.
  - c. We make it easy to give instructions or directions.
- 5) **Tolerance for Error** – the design minimizes hazards and the adverse consequences of accidental or unintended actions.
  - a. We arrange facility furniture, equipment, and walkways to minimize hazards. Hazardous elements are eliminated, isolated, or shielded.
  - b. We provide fail-safe features.
- 6) **Low Physical Effort** – the design can be used efficiently and comfortably and with a minimum of fatigue. The design:
  - a. Uses reasonable operating forces.
  - b. Minimizes repetitive actions.
  - c. Minimizes sustained physical effort.
- 7) **Size and Space for Approach and Use** – appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.
  - a. We always attempt to provide a clear line of sight to important elements for any seated or standing user.
  - b. We ensure that reach-access for all components is comfortable for any seated or standing user.
  - c. We provide adequate space for the use of assistive devices or personal assistance.



- C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).

LWDB Region–14 facilitates access to services through our website and One-Stop facilities located throughout the county. To the extent possible, One-Stops are strategically located to provide convenient physical access to job seekers and employers, in close proximity to public transit.

CareerSource Pinellas produces e-courses and user-friendly online forms for job seekers, program applicants, participants, and employers to access from external locations.

Online services include, but are not limited to, program orientation, workshop registration, applications for training services, e-Signature capability for forms required by law for participation, e-courses for topics like employability skills training and job search assistance, virtual job fairs, basic job exchange activities through Employ Florida, and an internship web portal.

- (3) Integration of Services:** Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

CareerSource Pinellas advocates and supports an integrated information system at the state and local level that enables entities who carry out core programs to better coordinate service delivery for mutual customers and cross-program referrals. We will continuously work with state and local organizations to improve customer services and program management by planning and implementing integrated intake, case management, and reporting systems.

We have established policies that address the integration of services for our career centers. Relevant policies that are referenced in our MOUs and MOAs reflect an appropriate combination of direct or partner-referred services. Customers experience a unified experience at our centers for all One-Stop partner programs, supported by common registration where possible. Formal and informal assessments evaluating basic skills, career interests, and aptitudes are shared with partner programs to avoid duplication and redundancy.

Whenever possible, our intake, case management, and data systems are also integrated between partners. Where systems are not fully integrated, collaboration is ongoing between CareerSource Pinellas and partners to promote this integration.

CareerSource Pinellas utilizes the ATLAS system, which supports programs and manages all of our Career Center traffic and participant records. When Customers enter our Career Centers, they sign in through the ATLAS kiosk system located in our lobbies and choose the assistance they need. Veterans and program participants are identified by this system and programmatic staff receive automated alert notifications. Career Center traffic reports are shared with all of our CareerSource Pinellas staff, One-Stop Committee members, and core partner programs.



ATLAS also has an online customer satisfaction survey that captures overall satisfaction with services offered, quality of services, and staff interaction. In addition, ATLAS identifies the specific program, service, or partner program that has been accessed by the customer. Quarterly reports are analyzed to benchmark our survey responses, and the data are leveraged for ongoing continuous improvement. These reports are made available to CareerSource Pinellas staff, One-Stop Committee members, and core partner programs.

The ATLAS system is our centralized database for programmatic records retention. Customers participating in WIOA, Welfare Transition, TAA, and SNAP Education & Training (E&T) programs are able to scan documents using the ATLAS kiosk system. All programmatic forms are stored electronically in this paperless environment.

CareerSource Pinellas also utilizes an online WTP and WIOA application process called e-Signature. This allows job seekers to learn about the programs and services available through WIOA, view an online orientation, and determine if/what programs and services best meet their needs.

The online orientation contains detailed information on the following topics: Priority of Service, Eligibility and Suitability, Program Responsibilities and Obligations, Steps to Apply, Grievance Process, State and Local Points of Contact, and an assessment. Customers are advised of the required documentation to substantiate WIOA and WTP programmatic eligibility for Adult and Dislocated Worker programs. This online process ensures message consistency, streamlines the intake and eligibility determination, reduces staff-time, and can be accessed off-site, including from partner locations.

At CareerSource Pinellas centers, customers access DEO's online orientation and automation for SNAP and WTP. The DEO orientation reviews program opportunities and obligations, explains DCF exemptions, and if a participant qualifies, how to obtain services. The DEO-provided online orientation generates several automated codes in the program's customer tracking systems.

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

CareerSource Pinellas issued a Request for Proposal (RFP) for One-Stop Operator services in June 2018. The RFP and follow up evaluation process addressed the following service requirements:

1. Relationship building and on-going relationship management with One-Stop partners.
2. Coordination of One-Stop partner meetings, at least quarterly.
3. MOU assistance.
4. MOU database assistance.
5. Coordination of partnership efforts and activities with the State of Florida.
6. Facilitation and support for universal design across the One-Stop partner network to ensure customer access.
7. Conflict of Interest relationship management.

8. Align and promote partner best-practices regarding service provision for those with barriers, disabilities, or those who require long term services.
9. Procurement policy compliance.
11. Management and tracking of customer satisfaction initiatives.

The procurement process led to selection of Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions, our current provider, for the initial contract year November 2018 through June 30, 2019. The contract provides for three renewal periods and will last through June 30, 2022, provided performance is maintained. LWDB–Region 14 will begin the process to procure these services in January 2022, and we will adhere to board procurement policies, in line with all applicable Federal and State laws and regulations.

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

Recent performance records indicate that CareerSource Pinellas currently exceeds standards for the high levels of services required to respond to labor market, economic, and demographic conditions and trends in the local area. Continuous improvement initiatives are ongoing, as noted in our strategic vision section.

For basic career services delivery, our comprehensive One-Stop center is physically and programmatically accessible to all customers, including customers with disabilities. We utilize reasonable accommodations for persons with disabilities and utilize language interpretation for those who do not speak English or who are hearing impaired.

Center staff-members have been cross-trained in all programs managed by the career centers as well as referral networks for individuals seeking services not available through the One-Stop system. Individuals can access the CareerSource Pinellas services virtually through the website and through Employ Florida.

Our successful colocation model for new satellite offices, in partnership with Adult Education providers, is one concrete example of evolving nimble and integrated point-of-service strategies that result in serving customers where they are.

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## DESCRIPTION OF PROGRAM SERVICES

**(1) System Description:** Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under [The Strengthening Career and Technical Education for the 21st Century Act \(Perkins V\)](#) (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

LWDB–Region 14, d/b/a CareerSource Pinellas, is the publicly funded workforce system for Pinellas County. Our mission is to drive workforce development and training initiatives, promote economic prosperity for our citizens, and meet the workforce needs of regional businesses. We are quality-focused, employer-driven, and customer-centered.

For individuals, including those with barriers to employment, CareerSource Pinellas provides access to training, creates opportunities for employment, and offers support, so that participants can succeed and advance in their careers. For regional businesses, CareerSource Pinellas aligns workforce, education, and economic development initiatives to meet employer needs, and we partner with businesses to build a high-quality talent pipeline.

CareerSource Pinellas provides direct services as approved by CareerSource Florida across many of the mandated core programs defined under WIOA. With LWDB–Region 14's direct oversight of center operations, including supervision and accountability, the delivery of core services and alignment in the provision of each core program is fluent and seamless. For core programs that we do not directly oversee via the One-Stop system, we work closely and collaboratively with other core program providers.

CareerSource Core Programs managed through direct services include:

- Labor Exchange services provided under Wagner-Peyser staff
- Veteran's Employment program
- WIOA Adult, Dislocated Worker, and Youth services
- Trade Adjustment Assistance (TAA) programs
- Migrant and Seasonal Farm Worker (MSFW Hillsborough)
- TANF programs authorized under Social Security Act Title IV, Part A
- Reemployment Services and Eligibility Assessment (RESEA) providing employment services to DEO's state Unemployment Compensation program
- Information and local navigation assistance to DEO's state Unemployment Compensation program

Core programs and services managed through a contract provider of CareerSource Pinellas or partner under MOUs or other collaborative partnerships are:

- CareerSource Pinellas WIOA Youth services
- Title IV program services through the Department of Vocational Rehabilitation
- Offender reentry services through the Ex-offender Re-entry Coalition\*
- Senior Community Service Employment program

- Adult Education and Literacy programs under Title II; local County Schools Adult and Education;
- Career and postsecondary technical education programs under Carl D. Perkins Career and Technical Education Act of 2006, through multiple training partners and apprenticeship programs
- Division of Blind Services
- Housing agency authorities\*

\* Denotes MOU in process

Other workforce employment and training programs managed through direct services or an approved contract-provider include:

- TANF program employment and training services to the non-custodian parent through the CareerSource Pinellas NCPEP contract provider
- SNAP Employment and Training program
- SSA Employment Network and TTW program along with a CareerSource Pinellas sustained Disability Employment Initiative or program
- CareerSource Pinellas Internship program

All core programs directly under CareerSource Pinellas are focused on alignment of service strategies and on reducing duplication and confusion among employers and job seekers relative to meeting workforce needs. Partners delivering core programs such as Adult Education & Literacy, Career & Technical Education, Division of Blind Services, and Department of Vocational Rehabilitation are represented within the CareerSource Pinellas Board's strategic, long-range planning as mandated under WIOA. As Title II Adult Education & Literacy and Title IV Vocational Rehabilitation program performance measures evolve, CareerSource Pinellas continues to revise local policy and best practices.

Core programs and services are executed through the One-Stop center, either at our comprehensive full-service locations or at colocated satellite centers, where some resources are made available via referral. Some adult literacy, community college, and vocational rehabilitation services are on a referral basis within an easily accessed geographic area. In the case of vocational rehabilitation, direct onsite services are provided on a part-time basis at the One-Stop center, complemented by a streamlined referral process.

CareerSource Pinellas has a strong track record of partnerships, coordination, and referrals between CareerSource Pinellas and Adult Education entities across the region. This partnership extends into Carl D. Perkins Career and Technical Education entities in the same local area.

Examples of collaborative relationships include:

- Hosting an Annual Business and Education Summit, where workforce, Adult Education, and Career & Technical Education stakeholders convene to meet with local and regional businesses, identify business needs, and strategize to address gaps in the talent pipeline.
- Routinely referring customers between core programs and partner organizations in cases where a customer, initially served by one organization, will benefit more from

services provided by the other, resulting in the best employment and training pathway for the customer.

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

LWDB–Region 14 has established procurement policies and procedures in compliance with federal and state laws and regulations, including guidance provided by 2-CFR-200 (Uniform Guidance). These policies and procedures are audited by independent Certified Public Accountants in the conduct of our annual, single audit and are monitored by state staff during their administrative monitoring processes.

All sub-grants and contracts will be procured, per policy, via CareerSource Pinellas' formal procurement processes such as Request for Proposal (RFP) or Invitation to Negotiate (ITN).

The competitive process begins with a public issuance of the RFP/ITN, notification of interested parties, and a legal public notification in order to ensure as many proposals as possible are received. Proposals are received and reviewed by an internal committee comprised of director-level staff. Submissions are reviewed, and procedures are taken to ensure any responding company is not on the excluded list or that any conflicts of interests exist. Upon evaluation, a tentative selection is made, and the chosen vendor and proposal are presented the Board of Directors for final approval. The contract that is drafted between CareerSource Pinellas and the winning bidder includes all requirements of 2-CFR 200.

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

CareerSource Pinellas' strategic focus and comprehensive plan include:

**Cross-training of career-advisors and staff** to better address the needs of job seekers with barriers to employment. Our services design supports the development of individual career pathways and co-enrollment, as appropriate, in core programs, resulting in improved access and services leading to recognized postsecondary credentials.

**Collaborating with job seekers to design a career pathway strategy that results in employment.** Career pathway strategies that include portable and stackable training solutions offer a practical and customer-centered approach to workforce development because they structure intentional connections among workers, employers, and service providers, and they build in flexibility with off- and on-ramps.

**Engaging business partners with a clear value stream, assisting them with training and recruitment.** Alignment of educational opportunities that lead to industry-recognized qualifications, skills, and academic credentials helps bring workers and employers into the training system on the front end. The process engages businesses and transforms them from “customers” into “partners or co-investors” in the workforce system.

**Fostering a culture of cooperation and partnership within a complex workforce system.**

Network-wide goals' alignment is essential within CareerSource Pinellas' rich partner ecosystem. We will continue to eliminate duplication, increase transparency, and improve customer experience. We know that optimizing the use of technology for information sharing is part of the solution.

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

As stated in earlier sections of this plan, Pinellas County and the Tampa MSA region of which it is a part, are anticipating a bright outlook of increased job creation and business development. In support of employer demand and projected growth indicated by Labor Market Information, LWDB–Region 14 has identified the following in-demand sectors as a primary focus for the region:

NAICS Code	Sector	Average Earnings
52	Finance & Insurance	\$97,522
31,32 & 33	Manufacturing	\$75,522
62	Healthcare & Social Assistance	\$62,590
23	Construction	\$56,701
54	Professional, Scientific & Technical Services	\$75,522

Additional targeted industries under Youth programs and WTP include:

- Transportation
- Hospitality & Retail
- Government
- Education

Annually, the Workforce Solutions Committee, composed primarily of business leaders, reviews the Targeted Occupations List for the region and makes recommendations for specific occupations and industries on which to focus. Each quarter, the region's Workforce Solutions Committee reviews the performance of approved training providers to monitor performance and job placement.

The CareerSource Pinellas ITA policy caps training at \$5,000 annually over a two-year training period. Types of training-related services may include tuition, books, lab fees, registration fees, school supplies or tools needed for a training program.

Since we operate in a demand-driven system, we know that it is critical to align the timing of training individuals with the changing availability of jobs for graduates. On an ongoing and timely basis, we collaborate with business, economic development, and education partners to ensure that our training programs remain in sync with the Regional Targeted Sectors and Occupations' list.



In a business services capacity, we work closely with employers to identify training resources, access the existing talent pool in Employ Florida, (including potential candidates with transferable skills), and where appropriate, collaborate with local partners to develop a plan for providing the workforce services needed.

We also work in partnership with CareerSource Florida as well to make sure that business customers are aware of all incentives at the state level, including training incentives.

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

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

A principal economic development goal of the region is to build long-term economic vitality via attracting and retaining employers who offer jobs that pay above-average wages in targeted industries. Sector-focused strategies are based on and driven by high-quality data provided by the Florida DOE, Bureau of Labor Statistics, EMSI, and local employers.

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

CareerSource Pinellas sector strategies are founded on a shared regional vision. Board members, business, and education partners support demand-driven strategies by providing ongoing, valuable insights regarding the local economy and community as a whole. Business stakeholders contribute first-hand knowledge of the current employment needs in their industry.

Stakeholder feedback is essential to calibrating our workforce network with the most up to date information and helps our job-seeking customers to compete and succeed. Employers take the lead role in all workforce committees. Committees include Finance, Audit, One-Stop, Workforce Solutions, and Compensation. Each chairperson for the above-mentioned committees are community employers.

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

The local area ensures that sector strategies are driven by industry through strong collaboration with Pinellas County Economic Development, Pinellas County Chamber of Commerce, and the Florida High Tech Corridor.

Per the Analysis of Need and Available Resource Section, a recent large-scale and statewide Skills Gap and Job Vacancy Survey was conducted by CSF/DEO, along with a more specific regional analysis conducted by Pinellas County Economic Development. Both analyses identified skill sets on a more granular/sector level, where hiring managers must make decisions. Our current

training initiatives align well to address the findings, but our training and partnership infrastructure will be continuously evaluated to address needs identified by employers.

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

LWDB–Region 14 ensures that our sector strategies result in strategic alignment of our service delivery and training initiatives. We will continue to develop sector partnerships within various industries and regularly collaborate with employers in direct relationships and via local business associations and events.

CareerSource Pinellas Business Services staff regularly and actively participate as members of the local community’s chamber, economic development, and business/industry associations, and attend associated events. We participate, for example, in a Defense Contractors’ Roundtable as well as a regional manufacturers’ council. Our team’s active engagement ensures our delivery systems are ever-responsive to the needs of local-area business.

CareerSource Pinellas has hosted the high-profile “Business & Education Summit” over a 10-year period, and we look forward to convening our partners to relaunch the successful event in line with our strategic plan. The summit brings together business and educational leaders to focus on specific industry needs.

Focusing on the five targeted sectors of Finance & Insurance, Manufacturing, Healthcare & Social Assistance, Construction, and Professional, Scientific & Technical Services, this event allows top business and educational leaders within each industry the opportunity to provide input and expand on the information collected throughout the year.

Labor Market Information (LMI) is presented in separate breakout sessions. From the breakout sessions, LMI and survey information are included in a yearly summary report that measures Key Performance Indicators (KPIs) and is used as a baseline to monitor trends for the Tampa MSA region. The report has served as a valuable tool for the region’s local boards, and we plan to generate an equivalent resource going forward.

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

LWDB–Region 14 forges sector partnerships for the targeted industry sectors as part of the sector strategy approach. These partnerships are led by businesses within a critical industry cluster, working collaboratively with education and training, economic development, labor, and community organizations.

**Sector Strategies Grants**

Initiatives with which we have participated are Sector Strategies Grants, which are focused on manufacturing, customer service, and hospitality occupations. We are currently working with local colleges, a regional manufacturing council, and

manufacturing businesses to identify training candidates, provide training, and place participants into relevant employment.

### **Apprenticeship Expansion Grant**

CareerSource Pinellas obtained funding through CareerSource Florida for the Apprenticeship Expansion grant, where, via the creation of an Apprenticeship web portal, we will educate the community on the benefits of creating and participating in apprenticeship programs.

We will work with current apprenticeship programs to expanding awareness of their programs, leading to increased and partially funded enrollment.

### **Regional Industry Asset Maps**

With a focus on the targeted sectors of Finance & Insurance, Manufacturing, Healthcare & Social Assistance, Construction, and Professional, Scientific & Technical Services, CareerSource Pinellas launched an online workforce solution tool which displays an at-a-glance geographical map of resources categorized by sector. The map includes employer, education program, and CareerSource center location information, as well as other relevant regional data. The asset map is available on our website as an ongoing resource for employers who are looking for talent, our customers, and the general public.

### **Sector-Focused Surveys**

In coordination with employers, industry groups, economic development stakeholders, and education partners, we conducted industry sector surveys and drafted follow-up reports to identify and quantify current and future employer-skills demand. The research included focus groups, interviews, and skill-set surveys, and we analyzed skill sets on the granular level at which hiring managers must make decisions. In addition to quantifying skill-set gaps, recommendations were developed and are being implemented to address the gaps.

Armed with more in-depth knowledge, we are now in the process of aligning work-based learning grant initiatives for adults and youth, e.g., Paid Work Experience (PWE), Incumbent Worker Training (IWT), OJT, apprenticeship, and internship programs with the talent-pipeline needs of targeted industry sectors.

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

Sector partnerships are the vehicles through which industry members voice their critical human resource needs and where customized regional solutions for workers and businesses are formed. CareerSource Pinellas measures, improves, and sustains sector strategies by assessing short-term and long-term employment rates, earnings, fastest growing industries, and training program effectiveness in serving employers.

The sector strategies approach strengthens the participating businesses, the industries involved, and the workforce as a whole by shifting workforce development from a supply-driven to a demand-driven approach to meeting business needs. Sector strategies are industry focused, demand-driven

approaches to build a skilled workforce that meets regional business needs, now and into the future.

We have developed five objectives under this goal directly from the state-level sector strategy self-assessment checklist as developed by USDOL:

- 1) Shared vision & goals,
- 2) Industry data & analysis tools,
- 3) Training & capacity building,
- 4) Awareness & industry outreach, and
- 5) Administrative & legislative policy

Finally, by identifying and tracking common performance measures around the implementation of those policies and work plans, sector partnerships can assess effectiveness and, also, identify if ongoing alignment issues must be addressed.

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

CareerSource Florida's policy places the responsibility of developing an annual RTOL in the hands of the LWDB with the goal to:

- 1) Promote regional alignment and economic growth,
- 2) Eliminate inefficiencies in the current process,
- 3) Create regional and local flexibility in occupational targeting, and
- 4) Incorporate business and industry feedback in real time to complement traditional LMI.

As a result, CareerSource Pinellas developed and approved a policy that states:

It is the policy of the board to seek out and utilize all relevant local LMI, input from targeted industries and individual employers, and feedback from education institutions and other partner agencies to create and maintain an annual list of occupations that are currently or are projected to be in demand in Pinellas County at an entry wage established by the board for the purposes of targeting federal job training funds to those occupations on the list. The list of targeted occupations is known as the Regional Targeted Occupations List (RTOL).

CareerSource Pinellas proactively reaches out to Florida business and industry associations, economic development organizations, local employers, public and private postsecondary educational institutions, as well as other key partners to discuss the purpose of the RTOL and solicit their involvement and input to ensure that the training provided leads to occupations in targeted industry sectors.

On an annual basis and periodically throughout the year, the board may:

- Access data on the website of the Labor Market Statistics Center within Florida's DOE to obtain the most current LMI for the Local Workforce Development Area (LWDA) and surrounding Tampa MSA region. Information requested will include the following by occupational area (Standard Occupational Classification and Ongoing Education and Training codes) localized for our region: annual data from the Help Wanted Online report; projected annual growth in number of job vacancies for one, two, and five years; average

entry wage; average mean wage; occupations in declining industries; Florida DoE training codes; largest employers hiring; and whether the occupation is on Employ Florida's Targeted List;

- Evaluate outcomes attained locally by participants by occupational training area.
- Evaluate reports from Florida Education and Training Placement Information Program for longitudinal data;
- Conduct industry surveys to collect relevant data;
- Hold business forums and seminars where input from attendees will be requested; and
- Attend local industry forums, presentations, and business meetings to gather information on employers' workforce needs.

To make certain that our region continues to provide training that meets our customers' demands and results in employment, the board may:

- Analyze the information collected and received by occupational area, including determining if any inconsistencies exist between data collected and input received.
- Determine if an industry or occupation is on:
  - 1) Employ Florida's Targeted List,
  - 2) The list of occupations identified by the board as included in the board's five targeted industry clusters, or
  - 3) A priority list of a local economic development organization.
- Identify gaps in supply and demand wherever possible.

To ensure that training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate, the following minimum standards may be applied to the inclusion or deletion of an occupation from this RTOL:

- Occupations may be included on the RTOL if postsecondary training is a normal and usual requirement to obtain an entry level job in that occupation.
- Training shall not be restricted to vocational certificate or AS degree programs (only); occupations requiring training beyond those levels will be considered if all other criteria such as wage and demand are met.
- Whenever possible, multi-region occupational demand and workforce needs will be taken into consideration.
- Annually the board will establish a minimum level of projected annual openings by occupation (demand) for that occupation to be considered for inclusion on the RTOL.
- Whenever possible, CareerSource Pinellas will also take into consideration the projected gap between supply and demand to ensure an occupation is not included on the RTOL when that occupation has significant openings but also has an over-abundance of training completers in that occupation that exceeds the projected demand.
- Annually, CareerSource Pinellas will establish a minimum threshold of entry wage earnings for an occupation to be considered for inclusion on the RTOL.
- CareerSource Pinellas will take into consideration situations where input is available and reliable, but current data does not support the projected demand for trained individuals in occupations being created by new employers moving to the area or current employers expanding operations in the area.

- Similarly, we will also consider situations where data is available and indicates a demand for training in certain occupations; however, input from reliable sources (industry leaders, economic development organizations, etc.) indicate that the workforce demand is in decline and will remain in decline for at least one year.

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

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

CareerSource Pinellas has a specialized team of well-trained Business Services staff, led by a director, who engage with and serve employers in the region. Account Executives perform outreach and specialize in specific sectors, with an emphasis on our target industries. The sector-focused approach also ensures that small businesses are served. The Business Services team works closely with Veteran services staff to provide the most comprehensive and highest quality of service for employers. We establish a single point of contact assigned to each employer to ensure streamlined and uniform service delivery.

Business Services team members frequently visit employers onsite for the purpose of securing job orders and developing job opportunities for specific individuals, inclusive of veterans. Our representatives provide employers with helpful employer packets containing brochures and program information, e.g., job order posting instructions, training programs, and other WIOA training resources. The Account Executive reviews options for employer self-service through the Employ Florida system and/or works directly with the employer to develop and post a job description and opening. All visits are followed up by phone calls or emails.

The region will continue agreements with local county Economic Development Councils (EDCs) for the provision of referrals of new employers to the workforce system, promotion of workforce services at workshops, EDC training. We also share information regarding Incumbent Worker Training and Quick Response Training (Florida Flex) resources.

Another strategy to facilitate engagement of employers, including small business and in-demand industry sectors, is our active involvement and membership with many of the region's business associations and chambers of commerce.

As noted earlier in this plan, a winning example of industry partner engagement is an annual "Business & Education Summit," an event that for that last 10 years, has brought together region-wide business and educational leaders. We look forward to resuming this high-profile and impactful event as part of our four-year strategy.

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

Once a relationship is established, services are customized to meet the needs of the employer. Services offered include:



- Access to a database of thousands of professionals
- Assessments and testing
- Business and economic demographics
- Business seminars
- Career fairs
- Easy and convenient job postings
- Employee training grants
- Featured employer partnership
- Grants for new and expanding businesses
- LMI
- Local and national recruiting
- OJT grants
- Internship and candidate matching
- PWE program
- Networking
- On-site interviews
- Pre-screening candidates for available positions
- Professional outsourcing services
- Specialized recruitment events

Each year, CareerSource Pinellas' Workforce Solutions Committee will continue to align and develop new goals to be adopted as part of the established local goals to support a workforce development system that meets the needs of businesses in the local area.

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

Employers are frequently sent updated information on new and current programs, economic development updates, and community events that are employer focused. CareerSource Pinellas will continue formal agreements with Pinellas County economic development councils to link the areas workforce and economic development organizations and create one seamless system to employers.

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

CareerSource Pinellas will continue to promote outplacement services to employers through proactive advertising and networking. If an employer needs assistance due to downsizing, LWDB–Region 14 stands ready to assist in cases where a formal Worker Adjustment and Retraining Notification notice is received or any type or size of potential layoff.

The Reemployment and Emergency Assistance Coordination Team (REACT) provides onsite and offsite rapid response to coordinate services for employers and/or workers affected by temporary or permanent layoff. Recruitment teams will immediately contact other employers to assess their hiring needs and supply resumes of impacted workers.

If the dislocation is as a result of outsourcing, the local REACT Coordinator will attempt to educate the business' senior management on the positive factors for filing a petition for TAA with the USDOL. The local TAA Coordinator will assist the business with filing of a petition if necessary. If the petition is subsequently approved, the TAA Coordinator will conduct TAA specific information sessions with all potentially eligible workers.

Additional linkages between the One-Stop delivery system and UI programs are the OJT and PWE programs. Both of these programs provide the opportunity for staff to identify those receiving unemployment and refer unemployed individuals to employers interested in participating in these programs.

Employers are also informed about the Professional Networking Group for those unemployed individuals who have professional-level education, training, and experience. The goal is to evolve this networking group into a primary hiring resource for companies seeking highly skilled talent.

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

**Veterans Priority of Service:**

The Jobs for Veterans Act (JVA), PL 107-288, signed into law on November 7, 2002, requires that there be priority of service for veterans and eligible spouses in any workforce preparation, development, or delivery program or service directly funded in whole or in part, by the USDOL (38 U.S.C. 4215). The Priority of Service regulations, codified at 20 CFR 1010, were issued December 19, 2008 and require qualified job training programs to implement priority of service for veterans and eligible spouses, effective January 19, 2009.

The regulations require that CareerSource Pinellas identify veterans and eligible spouses at the "point of entry," which can be at the One-Stop Centers or virtual delivery points such as through Employ Florida (EF). Our EDMS system, ATLAS, collects basic demographic information, including veterans status on all candidates visiting our CareerSource Pinellas offices.

Notices regarding Veteran Priority of Service are prominently posted in each career center, and center staff have been trained to promptly inform all veterans or eligible spouses of Priority of Service eligibility upon arrival at any center. Staff then educate customers as to the full array of employment, training, and placement services available and outline next steps for access to those programs and/or services.

Priority of Service means the right of veterans and eligible spouses to take precedence over a non-covered person in obtaining all employment and training services. The eligible veterans or covered persons shall receive access to the services or resources earlier in time than the non-covered person, and if the service or resource is limited, the veteran or covered persons receive access to the service or resource instead of or before the non-covered person. Services can range from basic functions of the CareerSource Pinellas System, such as assistance with job search and identification of needed skills, to more customized initiatives such as creating career pathways, with corresponding competency assessments and training opportunities.

Qualifying for Priority of Service does not mean that the veteran or eligible spouse must immediately verify his or her status at the point of entry. If the veteran or eligible spouse is planning to enroll in other programmatic services that require an eligibility determination to be made, then he or she will be asked to provide validation of any required items.

CareerSource Pinellas' Priority of Service policies and procedures apply to WIOA, Youth, TAA, WP programs, reemployment services, and referrals. Eligible veteran employed workers visiting the One-Stop center may take advantage of WP program services with a priority level of service. Non-veterans and non-eligible spouses who meet the mandatory target criteria must receive the second level of priority. This means that the non-veteran or non-eligible spouse falling within the mandatory class of candidates to be served will receive priority over veterans and eligible spouses who do not meet this mandatory priority standards.

However, Priority of Service does not cover CareerSource Pinellas programs funded through other grants such as the WTP funded through the state's TANF block grant and the SNAP Employment and Training (E&T) program, funded through U.S. Department of Agriculture grants. CareerSource Pinellas relies on the TANF funds received to provide the necessary training assistance to TANF program recipients.

#### **WIOA Priority:**

CareerSource Pinellas adheres to the requirements for adult employment and training activities outlined in WIOA section 133 (b), as priority of service, regardless of funding levels. Priority is given to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient for receipt of career services. Priority of Service status is established at the time of eligibility determination for WIOA Title I Adult Registrants and does not change during the period of participation. Section 134 (c) requires that an eligible trainee must have the skills and qualifications to successfully participate in the selected program of training services in addition to meeting the other eligibility criteria.

The Priority Service designation does not apply to the Dislocated Worker population.

CareerSource Pinellas has notified our core program entities, partner agencies, staff, and the general public through social media of the WIOA Priority of Service requirements. All CareerSource Pinellas staff have been trained on the Veterans Priority of Service and WIOA Priority of Service requirements. CareerSource Pinellas conducts recruitment from our SNAP E&T, Welfare Transition Program (WTP, WP) program registrants and Adult Education partners to provide career services to this targeted population.

The information needed to evaluate and determine a customer's Priority of Service is collected on the initial WIOA programmatic pre-screening tools utilized by case management staff. Customers are not required to validate these items until an eligibility determination is made.

Participants who are not in a Priority of Service category, but who are actively enrolled in a career or training service, shall be allowed to complete the activity. Non-Priority Service participants are not expected to give up their place to an individual who is in a Priority of Service category and just starting a career and/or training service.

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

Training services provided by CareerSource Pinellas are directly linked to an in-demand industry sector or occupation in the local area or the planning region or in another area to which an Adult or Dislocated Worker receiving services is willing to relocate. We have prioritized and budgeted funds for demonstrated effective work-based strategies that meet employers' workforce needs.

CareerSource Pinellas provides diversified job-driven training opportunities for individuals, including Occupational Skills Training (OST), work-based training, summer Science, Technology, Engineering & Math (STEM) programs, RAs, internships, and PWE. Priority consideration is given to programs that lead to a recognized postsecondary credential and/or industry-recognized credential aligned with in-demand industry sectors or occupations.

To assist employers, CareerSource Pinellas has implemented innovative programs and strategies designed to meet their training needs which may include Incumbent Worker Training (IWT), customized training, internships, Paid Work Experience (PWE), sector and industry cluster strategies, implementation of industry or sector partnerships, apprenticeship, and layoff aversion strategies.

CareerSource Pinellas Board has implemented procedures to target Dislocated Worker and Adult WIOA Individual Training Account (ITA) dollars for training in occupations within the following industry sectors:

Sector
Finance & Insurance
Manufacturing
Healthcare & Social Assistance
Construction
Professional, Scientific & Technical Services

As appropriate, work-based learning programs, including PWE, IWT, OJT, customized training, pre-apprenticeship, apprenticeship, and internships will remain applicable for all targeted occupations within any industry sector. Training for WIOA Youth and the WTP will also follow the expanded Regional Targeted Occupations List (RTOL).

CareerSource Pinellas case management staff determine the customer's need for WIOA funded training services following completion of an evaluation or assessment, an interview, and career planning based on the following criteria:

**The training candidate:**

- Is unable or unlikely to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services.
- Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment.

- Has selected a training program or training services that are directly linked to the demand occupations that will lead to employment opportunities in the local area or the planning region.
- Has the needed skills and qualifications to participate successfully in the selected training program.
- Does not currently possess skills in a demand occupation.
- Has limited skills in the chosen training program that will significantly reduce employment opportunities.
- Has been unable to secure self-sufficient employment with current skills. The customer is in need of assistance with training in a targeted occupation in order to become more skilled with the goal to retain employment following the subsidized OJT training period.

CareerSource Pinellas provides occupational skills ITA-based training services through an open training provider application process. Applications must meet the minimum standards established by CareerSource Florida.

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

The CareerSource Pinellas Board assures that the One-Stop Career Center System and partners will adhere to the principles of consumer choice requirements as outlined in provisions of the WIOA.

WIOA Title I-B assigns responsibilities at the state and local level to support participants in need of training services to enhance their job readiness and/or career pathway. The program ensures access to career training through a list of approved training providers and programs. Training services are provided in a manner that maximizes consumer choice in the selection of an eligible provider.

Guidelines for establishing Individual Training Accounts (ITAs) are to be used to access approved training programs provided by Education Training Providers (ETPs), which are those that are approved by the board and maintained on a statewide listing of approved training vendors known as the ETP State List. With the intent of WIOA to permit customer choice in the selection of a training provider, customers in this region may select, and it is the intent of the board, to fund only those training programs on the state's RTOL.

CareerSource Pinellas also ensures that there are sufficient numbers and types of providers of career services 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) serving the local area in a manner that maximizes consumer choice, as well as provides opportunities that lead to competitive integrated employment for individuals with disabilities.

LWDB–Region 14's Approved Training Vendor List and Regional Targeted Occupations List (RTOL) are posted on our website. The RTOL was developed after extensive and exhaustive research in our local, regional and statewide labor and job market. The board and approves

this RTOL annually or as needed. Customers interested in pursuing training services are encouraged to access provided research and assessment tools to explore approved training programs prior to selection.

CareerSource Pinellas staff ensure that each customer is made aware of all available training services under WIOA. Program staff do not promote any training provider. To ensure that customers are empowered to make informed decisions, staff do provide relevant performance outcome data, highly encourage applicants to visit the training provider's sites, and advise customers to attend planning or counseling meetings with training providers.

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

A. Describe any ITA limitations established by the board;

It shall be the policy of LDWB–Region 14 to effectively and efficiently manage the ITA system to ensure that the participants' needs are met whenever possible through the issuance of training voucher. Training vendors and programs are approved by the board for inclusion on the regional training provider list and Regional Targeted Occupations List (RTOL).

Since the board may have limited funds for ITA vouchers, ITA vouchers will be capped at \$5,000 per eligible customer per program year, and the board has established a total participant lifetime cap of \$10,000. Exceptions to this policy will be considered on a case-by-case basis and must be submitted to the CEO or his/her designee for review and consideration prior to issuance of an ITA exceeding this threshold.

ITA vouchers will be written to cover actual costs or up to the amount of the ITA cap, whichever is less. This ITA voucher cap does not include support service payments that are based on need, attainment of specified performance benchmarks and availability of funds. Vouchers and budgets are managed through the Microix accounting system. This also supports records retention.

Although training selection is customer choice-driven, staff-members review all available training programs with customers and discuss total costs. If a customer selects a training program above the ITA cap they must be able to demonstrate how they will be able to cover the remaining balance of training before an ITA will be considered. All customers are required to apply for the other financial aid resources, including the Pell Grant, if they meet eligibility criteria.

The ITA funding policy allows customers to participate in entry-level training; it also encourages our customers to participate in training that may result in a high skill or high wage occupations. OST provided by CareerSource Pinellas is directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which an adult or DW receiving services is willing to relocate.

The CareerSource Pinellas Board has implemented procedures to direct all DW and Adult WIOA ITA dollars to occupations listed on the Priority Training RTOL which is largely comprised of occupations in our targeted industry sectors:



Sector
Finance & Insurance
Manufacturing
Healthcare & Social Assistance
Construction
Professional, Scientific & Technical Services

Training for WIOA Youth and the WTP will follow the expanded RTOL.

ITA vouchers will be limited to training programs that lead to an Occupational Completion Point or a recognized post-secondary credential aligned with in-demand industry sectors or occupations.

CareerSource Pinellas will continue to include RA programs on our ETP list for the Adult and DW programs as long as they remain registered and achieve the minimum standard of performance outcomes.

The ITA will be viewed as a purchase order, and actual expenses may be less than the ITA voucher but not allowed to exceed the total ITA voucher amount. Vouchers are requested by CareerSource Pinellas' frontline staff and approved by management staff after validating appropriate backup documentation for requested ITA items such as tuition, required books, tools, and supplies.

The agreement between the board and the approved training provider does not guarantee any referrals, set aside any ITA or training vouchers, or budget any funds whatsoever for the approved training programs offered by the training provider. All decisions regarding the issuance of a training voucher will be made on a case-by-case basis by the board's staff and/or its contractors by taking into consideration the information available, assessed needs of the potential trainee, geographical location of the training, residence of the potential trainee, and any additional costs of the training to the trainee.

Potential trainees requesting specific training from a pre-selected school will be given the board's Approved Training Vendor list which outlines all providers who provide the same type of training. The potential trainee is instructed to research each school before making a final decision. The decision to issue a training voucher to any RTOL approved training program at any particular Training Provider is at the sole discretion of CareerSource Pinellas and/or its designated contractors.

CareerSource Pinellas case management staff determine a customer's need for WIOA funded training services following completion of an interview, evaluation or assessment, and career planning based on the following criteria:

**The training candidate:**

- Is unable or unlikely to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through standard career services.

- Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment.
- Has selected a training program or training services that are directly linked to the demand occupations that will lead to employment opportunities in the local area or the planning region.
- Has the needed skills and qualifications to participate successfully in the selected training program.
- Does not currently possess skills in a demand occupation.
- Has limited skills in the chosen training program that will significantly reduce employment opportunities.

To be eligible for a training voucher, a potential trainee may be required, at a minimum, to:

- 1) Select a training program and a training provider that is listed on the RTOL or the state's ETP;
- 2) Be determined to be appropriate for and able to complete the chosen OST program through an assessment;
- 3) Meet suitability guidelines established by the board;
- 4) Have verification of job search efforts and have been unable to obtain or retain employment with his or her current skill-set;
- 5) Successfully pass a background check if requesting to enroll in a training program that requires State or Federal licensure/certification;
- 6) Complete all the WIOA requirements;
- 7) Score at or above the recommended competency level as published by Florida's Department of Education for the selected training program or develop a plan for remediation in addition to post-secondary training if within two grade levels of the recommended competency.
  - a. Test results within the past year will be accepted.
  - b. Potential exceptions could apply if the applicant:
    - i. Is self-enrolled and has been enrolled with satisfactory progress;
    - ii. Has taken a Computerized Placement Test (CPT) or Post-secondary Education Readiness Test (PERT) assessment required by a community college for entrance and has been granted admittance with no remedial classes required as a result of that CPT/PERT test; or
    - iii. Has taken a Career Counselor assessment which has determined that educational success is within the applicant's skills, abilities and experience;
- 8) Make a commitment to seek employment in a training-related job after completing training;
- 9) Complete and submit an application for other financial assistance (i.e., a Pell Grant) when available and appropriate;
- 10) Demonstrate, through a documented financial analysis, the ability to support himself or herself financially for the length of training.

B. Describe any exceptions to the use of ITAs.

Training services will be provided pursuant to a contract for services, in lieu of an ITA, if such services are OJT, PWE, provided by an employer, or customized training, or CareerSource Pinellas determines that there is a training services program of demonstrated effectiveness offered in the local area by a community-based organization or another private organization to serve special participant populations that face multiple barriers to employment. Solicitation of these training services will be handled in accordance with this region's Procurement Standards and Procedures, which can be found as part of the Local Administrative Plan.

No ITA is authorized to be issued for any OJT, PWE, customized training, or program of demonstrated effectiveness. This is monitored by CareerSource Pinellas lead and finance staff who review the decision to enroll and approves the ITA prior to issuance.

All of our education and training programs respond to real-time labor market analysis needs to meet the skill requirements of businesses in in-demand industries and occupations.

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

CareerSource Pinellas recognizes the importance of coordinating workforce and economic development activities in order to focus on long-term economic growth. Part of our plan for long-term economic growth is the referral mechanisms and coordination strategies established to enhance entrepreneurial training and microenterprise services.

Many of these referral mechanisms and coordination strategies were enhanced as the result of CareerSource Pinellas participating in the USDOL funded StartUp Quest entrepreneurial training program in the past. Since that time, CareerSource Pinellas continues to work with our local partners to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.

CareerSource Pinellas currently coordinates entrepreneurial training and microenterprise services with many varied organizations throughout the area. See chart below for partner and program information.

Entity	Location	Services Provided	Coordinated Efforts
Tampa Bay Innovation Center (TBIC) / TEC Garage	St. Petersburg	<p>The Tampa Bay Innovation Center creates successful entrepreneurs, fosters the creation of high-tech jobs, and develops new sources of technology and manufacturing capabilities by nurturing early-stage ventures as they grow and launch their products into the marketplace.</p> <p>Programs:            *TEC Garage – Charges for space, some classes and consultation            *StartupXchange            *TechTalk</p>	<p>*TBIC board members have been speakers and judges for the Startup Quest program.</p> <p>*CareerSource Pinellas staff attend the TechTalk and Startup Xchange events.</p> <p>* CareerSource Pinellas staff refer individuals to apply for consideration if they appear to have a solid business idea.</p> <p>* TBIC refers individuals to CareerSource Pinellas staff if a need is identified that our services can address.</p>
1 Million Cups	St. Petersburg	<p>1 Million Cups is a free, weekly national program designed to educate, engage, and connect entrepreneurs. Developed by the Kauffman Foundation, 1MC is based on the notion that entrepreneurs discover solutions and network over a million cups of coffee.</p>	<p>* CareerSource Pinellas staff attend weekly events.</p> <p>* CareerSource Pinellas staff refer individuals to attend as an entry into the Pinellas entrepreneurial community.</p> <p>* 1MC refers individuals to CareerSource Pinellas staff if a need is identified that our services can address.</p>
Pinellas County SCORE	Clearwater	<p>SCORE is a nonprofit association dedicated to helping small businesses get off the ground, grow, and</p>	<p>*SCORE members have been mentors, speakers, and judges</p>

		<p>achieve their goals through education and mentorship. SCORE provides business mentoring for individuals just starting a business; SCORE mentors can provide the practical action plan, education, and tools needed to open doors and establish a customer base.</p> <p>Programs:</p> <ul style="list-style-type: none"> <li>*Local Workshops</li> <li>*Online Workshops</li> <li>*Business Mentoring</li> </ul>	<p>for the Startup Quest program</p> <ul style="list-style-type: none"> <li>* CareerSource Pinellas staff actively participate in SCORE meetings and steer participants to SCORE for assistance.</li> <li>* SCORE refers individuals to CareerSource Pinellas staff if a need is identified that our services can address.</li> </ul>
Small Business Development Center (SBDC) at Pinellas County [through the SBDC at University of South Florida (USF)]	Clearwater	<p>SBDC Pinellas assists existing and emerging businesses in Pinellas county, through no-cost confidential business consulting, information, and low-cost training. Consultants assist entrepreneurs in a variety of business areas, including marketing, business certification, capital access, market diversification, developing strategic business plans, export services, and web optimization.</p> <p>Programs:</p> <ul style="list-style-type: none"> <li>*Low-cost training seminars</li> <li>*Free, on-demand training videos.</li> <li>*Business Consulting</li> </ul>	<ul style="list-style-type: none"> <li>*SBDC Pinellas has been a sponsor and provided speakers for Startup Quest.</li> <li>* CareerSource Pinellas staff encourage and refers individuals to their services.</li> <li>* SBDC refers individuals to CareerSource Pinellas staff if a need is identified that our services can address.</li> </ul>
St Pete Greenhouse	St. Petersburg	<p>The Greenhouse is a collaborative effort between the St. Petersburg Area Chamber of Commerce and the City of St. Petersburg. It is a One-Stop facility for starting or growing your local business. They provide business counseling, training, networking, growth, or specialized assistance and access to capital and credit for startups.</p>	<ul style="list-style-type: none"> <li>* CareerSource Pinellas staff refer individuals to their services.</li> <li>* The Greenhouse refers individuals to CareerSource Pinellas staff if a need is identified that our services can address.</li> </ul>

		<p>Programs:</p> <ul style="list-style-type: none"> <li>*10-week Entrepreneurial Academy</li> <li>*Host business start-up events for beginners</li> </ul>	
Saint Petersburg College (SPC) Entrepreneur Program	Seminole, FL	<p>SPC offers the following degrees and programs:</p> <ul style="list-style-type: none"> <li>*Entrepreneurship Certificate (4 courses)</li> <li>* Associate Degree in Business Administration with an Entrepreneurship Sub-plan</li> <li>*Bachelor Degree with an Entrepreneurship Specialization</li> </ul>	<ul style="list-style-type: none"> <li>* CareerSource Pinellas staff refer individuals to these training opportunities.</li> <li>* SPC refers individuals to CareerSource Pinellas staff if a need is identified that our services can address.</li> </ul>
USF St. Petersburg (USFSP) Entrepreneurship Program	St. Petersburg	<p>The USFSP Entrepreneurship program is dedicated to providing the educational experience and direction to help students make their aspirations to start or own their own business a reality. Its interdisciplinary approach, centered on all aspects of business, also prepares students to assume roles of influence in entrepreneurial small and mid-sized firms.</p> <p>Programs:</p> <ul style="list-style-type: none"> <li>*Bachelor's degree in Entrepreneurship</li> <li>*Minor in Entrepreneurship</li> </ul>	<ul style="list-style-type: none"> <li>* CareerSource Pinellas staff refer individuals to these training opportunities.</li> <li>* USFSP refers individuals to CareerSource Pinellas staff if a need is identified that CareerSource services can address.</li> </ul>
Collaborative Workspaces	Throughout Pinellas County		

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

CareerSource Pinellas is committed to promoting Registered Apprenticeship opportunities as a career pathway for job seekers and as a job-driven strategy for employers and



industries. Resources are made available to support participants of apprenticeship programs in the form of ITAs, OJT contracts for new hires, supportive services to include training materials such as books and tools, and IWT funds for companies that carry out programs under the National Apprenticeship Act.

CareerSource Pinellas works with the Florida DoE Division of Career and Adult Education and the regional apprentice training representative to assist in the expansion of new apprenticeship programs based on employer demand in the region. The coordination with ETPs, employers, joint apprenticeship training programs, and local educational institutions at the secondary and post-secondary levels also provides support to these programs to meet industry demand and align with local workforce initiatives. Additionally, apprenticeship programs are promoted to employers as a solution to the challenges of finding workers with the skills required to fill essential positions.

Local apprenticeship programs are promoted to job seekers as a career pathway in our centers through partner organizations colocated in our centers, the organization website, flyers, resource rooms, and career development planning with center staff and career counselors. IVR outreach calls are an additional resource to target recruitment efforts for openings in specific programs. CareerSource Pinellas also assists apprenticeship programs with the placement of apprentices not currently engaged with a participating employer by providing referrals of job seekers to employers seeking an apprentice.

#### **Apprenticeship Expansion Grant**

CareerSource Pinellas has obtained funding through CareerSource Florida for the Apprenticeship Expansion grant, where, via a web-based Apprenticeship portal, we will promote the importance and benefits of creating and participating in apprenticeship programs. We will partner with existing apprenticeship program-providers to help expand their programs through awareness campaigns that result in increased and partially funded enrollment.

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

CareerSource Pinellas incorporates Paid Work Experience (PWE), Incumbent Worker Training (IWT) programs, OJT programs, customized training programs, industry and sector strategies, career pathway, and other work-based learning initiatives to support the board's vision and strategic goals.

Our business services teams assist business partners with work-based learning grant resources in response to skills-gap remediation and the employer's need for workforce training. We also leverage the use of these resources, where appropriate, in support of employer and/or partner pre-apprenticeship and apprenticeship programs.

Our OJT program has been calibrated with updated state and federal policy. For example, we now ensure that employers clearly understand the nature and purpose of the program,

and the role of our staff in trainee selection, the onboarding process, and drafting of an individualized training plan.

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

CareerSource Pinellas uses a number of methods to monitor and track the services of eligible service providers, including contracted services providers and providers on the ETP list, to monitor and evaluate continuous improvement to ensure they meet the needs of local employers, workers and job seekers.

The following chart provides a summary of techniques used to determine the effectiveness of the training delivered by eligible service providers to prepare participants to enter in high demand industries. This information also helps us to determine the type of training and support needed and ensures training providers are preparing participants to enter into careers in high demand industries.

Role	Description of Activities
CareerSource Pinellas Staff	<ul style="list-style-type: none"> <li>Track placement, wage data and industries where participants who participate in training now work;</li> <li>Request employer feedback regarding job readiness of participants who were enrolled in WIOA funded training;</li> <li>Report feedback regarding the provider performance to the LWDB;</li> <li>Review the local area occupations in-demand list annually, and more frequently if necessary, to respond to changes in the economy; and</li> <li>Maintain information and report to the LWDB regarding employment outcomes, post-training, and any other relevant changes regarding training providers.</li> </ul>
WIOA Service Providers (Adult, Dislocated Workers, and Youth)	<ul style="list-style-type: none"> <li>Receive technical assistance and training on a continuous basis to maintain current skills needed to support participants.</li> </ul>
Management/Leadership Team	<ul style="list-style-type: none"> <li>Provides quarterly progress reports on service providers' enrollment, outcomes, and expenditures and makes recommendation for areas in need of improvement;</li> <li>Reviews results of customer surveys to ensure that participant needs are being met; reviews any negative comments with the service providers; and</li> <li>Addresses any issues regarding training service providers.</li> </ul>

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

LWDB–Region 14’s Youth Program is a community-based alternative education program that provides job training and educational opportunities for at-risk youth ages 16 to 24. Youth learn basic education skills while participating in an approved Adult Education that leads to a General Education Diploma (GED) or a High School diploma. An alternative Penn Foster program also supports a High School diploma and/or technical skills attainment, while participating in vocational training programs of up to 24 months.

Youth may split their time between basic skills and vocational training. Activities include earning their GED or high school diploma, attaining a post-secondary degree or industry-recognized certification, learning to be community leaders, and/or preparing for further college or employment. LWDB–Region 14’s program includes significant support systems, such as mentoring, follow-up education, employment, and personal counseling services, and participation in community service and civic engagement.

Our youth program aligns with USDOL’s goals of preparing workers for good jobs and assuring the attainment of the skills and knowledge that ensure workers succeed in a knowledge-based economy. The program supports the attainment of in-demand, flexible, and stackable credentials. LWDB–Region 14’s program specifically targets at-risk youth that are current or former high school dropouts with the greatest challenges to finding good jobs. The program is designed as a holistic approach to provide technical training, educational training, employability (soft) skills, and social skills. Youth will participate in a continuum of services designed to permanently remove their “at-risk” label and set them on their chosen career pathway. The LWDB has developed One-Stop centers specifically designed to facilitate this program, which is rooted in the USDOL’s YouthBuild program design.

Adhering to this design will ensure a program that can be effectively measured by any or all five of the WIOA youth performance measures which are: 1) Education and Employment Rate – 2<sup>nd</sup> Quarter After Exit; 2) Education and Employment Rate – 4<sup>th</sup> Quarter After Exit; 3) Median Earnings; 4) Credential Attainment; and 5) Measurable Skill Gains.

Eligible youth, as defined by WIOA, will be assessed by professional career counselors upon entering into the LWDB program. Youth will be required to take a TABE test to determine their academic level. In addition to use of formal and informal assessment tools, the counselor will review academic and occupational skills levels and service needs through discussions with the youth, and review of past work history. Service needs will be determined through one-on-one interaction with the counselor, and an individual service strategy (ISS) will be developed for the youth as a customized career pathway guide.

CareerSource Pinellas’ Youth Program is designed to help youth access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The LWDB’s program supports these efforts through significant academic, occupational skills training (OSS), and leadership development for youth ages 16-24. This is accomplished by re-engaging them in innovative alternative education programs that provide individualized

and project-based instruction as they work towards earning either a high school diploma or state-recognized equivalent and industry-recognized credentials for in-demand industries.

Our youth program emphasizes work-based learning and other workforce services for employers. Through project-based and contextualized learning, all programs make explicit links between what is being learned at the work-site and classroom learning. The program focuses on out-of-school youth, which is the priority population of the WIOA program.

The LWDB program emphasizes collaboration across youth-serving programs and provides an opportunity for advancement of partnerships with other local workforce training organizations serving youth. These collaborative partnerships will ensure a network of opportunities for at-risk youth and create a multiplier effect of successful outcomes for youth, employers, and the broader workforce system.

CareerSource Pinellas youth programs emphasize community involvement and will periodically offer participants an opportunity to volunteer for community development projects. Participation in these projects provides a sense of purpose and transformation for youth participants while it teaches important soft skills, such as teamwork, personal accountability, and problem solving. The work site experience, coupled with earning an industry-recognized certificate, increases opportunities for post-program employment. The program addresses the challenges faced by unemployed, high school dropouts by providing them with an opportunity to gain both the education and occupational skills that will prepare them for good jobs with good wages. In addition, many of these youth, buoyed by their academic success in the youth program, will progress to post-secondary education.

Youth participants will have the opportunity to participate in training and work experience in advanced manufacturing fields, as well as with other in-demand industries. These occupations include healthcare, construction trades, information technology, and other occupations that are local, high-growth fields with strong career pathways and industry-recognized credentials.

Registered Apprenticeships are a key workforce preparation strategy to provide youth with successful outcomes for education, training, and, ultimately unsubsidized employment. CareerSource Pinellas has strong linkages with Registered Apprenticeship opportunities and is also active in pre-apprenticeship initiatives. LWDB-Region 14's program will prioritize work-based learning. We offer work experience and skills training in coordination with pre-apprenticeship and Registered Apprenticeship programs. Youth who participate in programs that link to a Registered Apprenticeship program have the ability to earn higher wages.

CareerSource Pinellas staff work closely with employers and Registered Apprenticeship programs to strengthen local apprenticeship opportunities for at-risk young people, promote self-sufficiency for youth, and connect employers to previously untapped talent resources.

**The following 14 WIOA youth program elements have been incorporated into LWDB–Region 14's local program design:**

- 1) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.

- Included in the framework design is the ability for enrolled youth to attend GED prep classes and/or obtain a high school diploma. The LWDB has experienced great success with using online high school diploma programs in lieu of GED attainment, which has become much more difficult to attain. Online high school diploma programs are offered through the One Stop centers, and attendant staff are on hand to assist, tutor and support the youth's success.
  - We collaborate with our Adult Education partners through a successful partnership and referral process where youth cross-referred between CareerSource youth counselors and Adult Education counselors, as appropriate. CareerSource staff visit Adult Education centers weekly to support the partnership and youth enrollment. CareerSource has lab instructors within the Job Smart labs to support tutoring and youth progress. Tutoring and mentoring will also be provided via instructors, online vendors, volunteers, and interns.
- 2) Alternative secondary school services, or dropout recovery services, as appropriate.
- Via strong partnerships and referrals, One-Stop centers will refer to Pinellas alternative schools through this established partnership with our Adult Education partners. Additionally, CSPIN youth staff visit local Adult Education centers to help youth understand and access workforce services through the local One-Stop center.
  - Pinellas County school staff work with Pinellas youth interested in entering Adult Education programs and refer youth directly to CSPIN youth services, creating a two-way referral and education process. Contracted CSPIN staff are colocated at the local Pinellas Technical College campuses, part of the Pinellas County School system, where Adult Education is also available for youth to access concurrent Adult Education and Vocational training.
  - CareerSource Pinellas has established MOUs to address general Adult Education partnership frameworks. Via strong collaboration at the frontline service-level, we perform mutual outreach and conduct Adult Education and GED classes throughout the region, e.g., we conduct employability skills training and job search/placement activities at various Adult Education locations.
  - See Attachments A & B: MOUs and IFAs with Adult Education Programs.
- 3) Paid or unpaid work experience that has a component of academic and occupational education. Not less than 20 percent of funds shall be used for this.
- Summer employment opportunities (and other employment opportunities available throughout the school year) – Each year during the month of May, in partnership with surrounding LWDB's, we conduct a virtual job fair for youth. The Business Services team engages with employers to list job orders that will provide employment opportunities for youth. These opportunities may range from part-time, temporary summer employment to full-time career opportunities.
  - Pre-apprenticeship programs – CareerSource Pinellas has been actively involved in ongoing initiatives related to construction trades, pre-apprenticeship programs for over ten years. Sponsored events include a career fair where employers interview program participants.



- Internships and job shadowing – The LWDB has developed and maintained ongoing activities related to internship programs. To facilitate matching employment opportunities with students, we developed the website “[www.tampabayintern.com](http://www.tampabayintern.com).” We have full-time staff dedicated to the internship program, marketing to employers, post-secondary institutions, and students as well as referring individuals to employers for internship opportunities. We focus primarily on paid internship opportunities; however, employers who are seeking unpaid interns may list those opportunities on our site as well. Internships for K-12 youth are managed through partner agencies such as Junior Achievement and local education foundations.
  - Paid Work Experience (PWE) and On-the-Job Training (OJT) opportunities – Aligned with our 20% PWE expenditure targets, we prioritize Paid Work Experience (PWE) opportunities for our youth, who lack work experience. PWE opportunities not only provide pathways to full-time employment and retention but also improve employer partnerships by offsetting initial training costs. Where appropriate, OJT resources may also be used to support ongoing work-based training.
- 4) Occupational Skills Training (OST). Training programs that lead to recognized postsecondary credentials within in-demand industry sectors or occupations in the local area are prioritized.

As outlined in this plan, training and employment activities are sector-focused on Finance & Insurance, Manufacturing, Healthcare & Social Assistance, Construction, and Professional, Scientific & Technical Services. LWDB–Region 14’s targeted occupations list is reflective of this decision. Youth enrolled in our programs will have access to post-secondary training that will lead to industry-recognized credentials. CareerSource Pinellas has an approved training list of over 40 training providers.

- 5) Education pathways offered concurrently with and in the same context as workforce preparation and training activities for a specific occupation or occupational cluster.

CareerSource Pinellas has established programs in selected One-Stop centers that will concurrently offer education, technical training, and/or OJT/PWE. In coordination with the occupational needs of local businesses, we will continue to internally evaluate new training opportunities and externally partner with training providers to design additional programs that result in employment in targeted occupations.

- 6) Leadership development opportunities, which may include community service and peer centered activities that encourage responsibility and other positive social/civic behaviors.

As a result of administering YouthBuild programs, CareerSource Pinellas has gained valued experience with community service and peer-centered activities. Insights gained will be actualized into our upcoming year-round activities. Through partnership with Junior Achievement and the local Job Corp centers, we’ll enhance existing programs through programs already in use.

- 7) Supportive services that enable an individual to participate in WIOA programs.

Supportive services may be made available to all LWDB–Region 14 youth participants. Primarily these services consist of transportation, clothing, and employment-related supplies. We have developed relationships with homeless shelters and other community, faith-based, and government-funded programs to provide assistance when



applicable. Partners include Goodwill, Dress for Success, county and city governments, transit authorities, and early learning coalitions.

8) Adult mentoring.

Mentoring is currently provided to a limited number of customers who are also enrolled in education foundation programs. We will actively recruit mentors from employers who hire through PWE/OJT, AmeriCorps, and our faith- and community-based organization partners.

9) Follow-up services for not less than 12 months after the completion of participation.

LWDB–Region 14 policies and procedures require post-exit follow up services for at least once per quarter, and more frequently if determined necessary. Once enrolled, youth participants are assigned to a staff counselor who serves as a mentor and has oversight for seeing the participant through until follow up is completed.

10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, where appropriate.

LWDB–Region 14 counselors are responsible for comprehensive career services counseling and identifying the need for additional types of counseling. Individuals in need of counseling for other barriers, e.g., alcohol and drug abuse, are referred to our partner agencies who have more expertise helping customers with specific barriers.

11) Financial literacy education.

CareerSource Pinellas staff are trained in financial literacy and also partner with numerous financial institutions, Junior Achievement, the Housing and Education Alliance, and community-based organizations to promote personal financial management education. Workshops are available at regularly scheduled times at selected One-Stop locations. CareerSource may also provide literacy workshops through online courses within the Atlas document management system in a lab setting or remotely via internet.

12) Entrepreneurial skills training.

LWDB–Region 14 is partnering with local government-funded programs to develop user-friendly guides to starting your own business. Resources available to CareerSource Pinellas are noted in the Microenterprise/Entrepreneurship section above. Partners such as Junior Achievement and chambers of commerce offer programs for referrals.

13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the region. Services include career awareness, career counseling, and career exploration services.

CareerSource Pinellas career counselors have expertise to access labor market information (LMI), including Regional Targeted Occupation Lists, the DOL website, Employ Florida, ONET, BLS, and other private industry resources that provide information about in-demand occupations within strategic industry sectors. Our staff also partners with education foundations to leverage programs designed for career exploration and awareness.

14) Activities that help youth prepare for and transition to post-secondary education and training.

All of the activities discussed in our program design prepare youth for transition to postsecondary education and training and/or a career path. Partners such as employers, local school districts, community colleges, private schools, Junior Achievement, education foundations, government-funded programs, and other community- and faith-based organizations provide a system of support for youth to succeed in their careers and their personal lives.

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

Describe how the local board 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 C.F.R. §681.290).

CareerSource Pinellas defines youth who are 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 society as eligible. Our primary assessment tool is the Test of Adult Basic Education (TABE), and it determines if individuals are unable to read or write at a ninth-grade level. Reasonable accommodations are made to ensure that youth with disabilities can participate in the assessment process.

Individuals who score below a ninth-grade level are referred to adult basic education programs or to our One-Stop education labs for assistance in areas of need. CareerSource Pinellas career counselors assess an individual’s verbal, written, and computer skills during the WIOA pre-screening, suitability, application, and enrollment processes. Career counselors will also discuss other barriers to employment that require support services or additional counseling from partner agencies.

Career counselors are well equipped to assess the youth and develop an appropriate strategy to best serve the individual. The strategy may not include enrollment into LWDB–Region 14’s youth program, if it’s not in the individual’s best interest.

**B. Define “requires additional assistance.”**

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

Youth who are low-income and meet one of the following criteria require additional assistance and are eligible for WIOA:

**A youth candidate who:**

- Is assessed at two or more years behind in reading, math or science from their current grade level;
- Is unable to complete a resume, lacks interviewing skills, is unaware of the local job market or has other lack of preparedness to seek employment;
- Is a member of a dysfunctional family as documented by career counselor;
- Is enrolled in a drop-out prevention program;
- Is enrolled in a GED program or alternate school placement;
- Indicates evidence of alcohol or substance abuse;
- Has frequently moved between schools;
- Has a GPA below 3.0;
- Is unable to secure adequate child care on a continuous basis, disrupting attendance at school, work or activity leading to employment or post-secondary;
- Has completed an educational program, but lacks the appropriate license for that occupation;
- Is unemployed or underemployed, per WIOA guidelines for self-sufficiency, and lacks significant or positive work history;
- Has consistently worked within the last six months and needs job-seeking skills;
- Has limited or no English proficiency;
- Has low grades – failing two or more basic skill areas including math, reading or science;
- Has parents or siblings who have dropped out of school;
- Resides in subsidized housing or an empowerment zone;
- Has been retained (or held back) one or more times in school during the last five years;
- Has had school discipline problems, i.e., a pattern of formal or informal disciplinary action(s) for inappropriate behavior in school or school function during the current or previous school year;
- Has transportation barriers or a daily trip route requiring two or more transfers or a total commute time in excess of one hour;
- Is a lesbian, gay, bisexual, transgendered, or questioning youth; or
- Has evidence of truancy or excessive absences – has exceeded school attendance standards and has been named a truant.

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**In Conclusion**, a major objective for the development of this plan was to have as many stakeholders as possible participate in the process. The process entailed an active exchange of ideas, significant time investment, and invaluable contributions from committees, task forces, public forums, and inclusive writing teams

This plan strives to honor and fully embody our ongoing collaboration and partnerships.

**End of Plan Narrative**

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## SIGNATURE PAGE

This plan represents the efforts of CareerSource Pinellas to implement the Workforce Innovation and Opportunity Act in the following counties: Pinellas

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

Workforce Development Board Chair

  
Signature

Karla Leavelle  
Name

3.18.20  
Date

Chief Elected Official

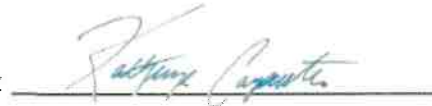
  
Signature

Commissioner Patricia Gerard  
Name

April 21, 2020  
Date



ATTEST:



*Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM*

## ATTACHMENTS

Please provide a link to the local board's website showing the attachments described below or upload attachments in a searchable PDF file with the local plan:

- A. Executed Memoranda of Understanding for all one-stop partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan);

[See Attachment A](#)

- B. 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);

[See Attachment B](#)

- C. Executed Interlocal Agreements (in cases where there is more than one unit of general local government);

[The LWDB does not include more than one unit of government.](#)

- D. 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 or training services entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any procedures on how roles are delineated to verify the firewalls are effective.

[Per the enclosed CSPIN By-laws \(Attachment I\) and the interlocal agreement between CareerSource Pinellas and Pinellas County Government \(Attachment H\), the administrative entity for LWDB–Region 14 is WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas \(CSPIN\). CareerSource Pinellas operates as the local sub-grant recipient and local fiscal agent for all WIOA and workforce development programs operating within the LWDA.](#)

[LWDB–Region 14 has developed appropriate firewalls between staff providing services and staff responsible for oversight and monitoring of services. The same person or department does not both provide services and oversee the provision of those services.](#)

[The board's committee structure is fully described in CareerSource Pinellas' By-laws, with a full description of each committee's functions and the responsibilities of each. The Committee structure is specifically designed to empower the board to perform its fiduciary, policymaking, goal setting, and oversight responsibilities.](#)

[Committees operate and report independently, with final approval and oversight for any proposed actions falling to the Board of Directors. A separate Audit Committee comprised of members of the Pinellas Board of County Commissioners and CareerSource Pinellas Board members provides additional oversight.](#)



For more detail regarding appropriate firewalls, please refer to Organizational Structure, Section (3) Local Grant Sub-recipient; C.

### **LWDB–Region 14 One Stop Operator Agreement; Attachment D**

Via a competitive selection procurement process, the board has selected Kaiser Group, Inc., d/b/a Dynamic Workforce systems as its One-Stop Operator. The board and its staff will have sole authority for the oversight, monitoring, and evaluation of the performance of the One-Stop Operator.

**The One-Stop Operator will provide** the following services:

- i. Assist in the maintaining of linkages between mandatory One-Stop partners;
- ii. Coordinate quarterly meetings with all designated partners;
- iii. Assist in the identification of appropriate clauses for all Memorandum of Understanding with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers;
- iv. Assist and encourage One-Stop partners to use the principles of universal design in their operations to ensure customer access;
- v. Identify practices that encourage designated One-Stop partners to provide services to individuals with barriers to employment; and
- vi. Manage, track, and oversee customer satisfaction initiatives.

**The One-Stop Operator will not deliver direct services and will not:**

- i. Convene system stakeholders to assist in the development of the local plan;
- ii. Prepare and submit the local plan;
- iii. Be responsible for oversight;
- iv. Manage or significantly participate in the competitive selection process for One-Stop operators;
- v. Select or terminate One-Stop operators, career service providers, or youth providers;
- vi. Negotiate local performance accountability measures; and
- vii. Develop and submit the budget for activities of our local CareerSource Board.

The establishment and adherence to the above best-practices result in a sufficient “firewall” between the Board of Directors of CareerSource Pinellas and the conduct of LWDB–Region 14 operations.

- E.** The 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);

- E.1** Board Roster and link to roster on CSPIN’s website:  
<https://careersourcepinellas.com/board-of-directors/>

E.2 LWDB–Region 14 meeting-minutes related to approval of the Local Workforce Development plan

F. Any comments submitted during the public comment period that represent disagreement with the local plan (Public Law 113-128, Section 108(d)).

F.1 Copy of public posting of plan on CareerSource Pinellas website

F.2 Copy of publication of plan posting in local newspaper (Tampa Bay Times)

F.3 Public Comments made during 30-day solicitation period

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

The LWDB does not include more than one unit of government.

H. A copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board;

See Attachment H and link for Interlocal Agreement with Pinellas County:

<https://careersourcepinellas.com/wp-content/uploads/2019/04/2019-Intelocal-Agreement-Fully-Executed-3-12-19.pdf>

I. A copy of the current By-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations;

See Attachment I and link for CareerSource Pinellas By-laws:

<https://careersourcepinellas.com/wp-content/uploads/2019/08/CSPIN-BYLAWS-APPROVED-BY-BCC-072319-FINAL.pdf>



## **ATTACHMENT A**

### **Memoranda of Understanding (MOUs) for One-Stop Partners**



## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding  
Between  
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas  
And  
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES  
SA-006**

### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and the **Florida Department of Education, Division of Blind Services** (hereafter referred to as the "Partner").

### II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Pinellas County.

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.

### III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative



## MEMORANDUM OF UNDERSTANDING

entity, grant recipient and fiscal agent for this area. CareerSource Pinellas will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
9. Model CareerSource core values and maintain a professional working environment.
10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:



## MEMORANDUM OF UNDERSTANDING

1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.
2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource staff.

### IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,





## MEMORANDUM OF UNDERSTANDING

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

### VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The infrastructure cost sharing for the Partner is detailed in the Infrastructure Agreement, as agreed upon by both parties.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?



## MEMORANDUM OF UNDERSTANDING

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, **non-cash**, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash **contributions** are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or **services** contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the **partners'** proportionate share.

(4) Third-party in-kind contributions are:



## MEMORANDUM OF UNDERSTANDING

- (i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or
- (ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
- (iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.
- (5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to **relative** benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

### VII. 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 of 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 law.

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 amongst 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 insurance



## MEMORANDUM OF UNDERSTANDING

information, any such data sharing must comply with all of 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 of 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 of the requirements set forth in 34 CFR 361.38.

### VIII. 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: (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 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.

### IX. INDEMNIFICATION

All Parties to this MOU 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 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 the Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.





## MEMORANDUM OF UNDERSTANDING

### X. 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.

### XI. TERM

This MOU is effective upon the receipt of all signatures through 6/30/2021 and may be renewed for successive one-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

### XII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

### XIII. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

### XIV. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pinellas and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with



## MEMORANDUM OF UNDERSTANDING

respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

### XV. DISPUTE RESOLUTION

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

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

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

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# MEMORANDUM OF UNDERSTANDING

## SIGNATURES

Chief Elected Official Pinellas County:

Pat Gerard  
Signature

Commissioner Patricia Gerard  
Printed Name

April 21, 2020  
Date

Division of Blind Services

Robert L. Doyle  
Signature

Robert L. Doyle  
Print Name

3/4/2020  
Date

Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM  
Local Workforce Development Board:

Donald S. Crowell  
Signature

Donald S. Crowell  
Printed Name

3.18.20  
Date

ATTEST: KEN BURKE, CLERK

By: Ken Burke  
Deputy Clerk



Partner: Florida Department of Education

Richard Corcoran  
Signature

Richard Corcoran / Commissioner of Education  
Printed Name/Title

3/6/20  
Date

J. Alcahally  
Chrystal

CareerSource Pinellas CEO:

Tennifer Brackley  
Signature

Tennifer Brackley  
Printed Name/Title

2/2/20  
Date



## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding  
Between  
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas  
And  
DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION  
SA-248**

### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and the **Department of Education, Division of Vocational Rehabilitation** (hereafter referred to as the "Partner").

### II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Pinellas County.

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.



## MEMORANDUM OF UNDERSTANDING

### III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource Pinellas will perform the following functions:
1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
  2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
  3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
  4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
  5. Maintain the statewide "CareerSource" branding of each center.
  6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
  7. Provide an area for the Partner's meetings and/or co-location as space permits.
  8. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
  9. Model CareerSource core values and maintain a professional working environment.



## MEMORANDUM OF UNDERSTANDING

10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
- B. The Partner will perform the following functions:
  1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.
  2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
  3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
  4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
  5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
  6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource staff.

#### IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,



## MEMORANDUM OF UNDERSTANDING

- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

### VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The infrastructure cost sharing for the Partner is detailed in the Infrastructure Agreement, as agreed upon by both parties.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?





## MEMORANDUM OF UNDERSTANDING

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.





## MEMORANDUM OF UNDERSTANDING

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

### VII. 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 of 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 law.

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 amongst 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



## MEMORANDUM OF UNDERSTANDING

by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of 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 of 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 of the requirements set forth in 34 CFR 361.38.

### VIII. 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: (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 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.

### IX. INDEMNIFICATION

All Parties to this MOU 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 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 the Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.



## MEMORANDUM OF UNDERSTANDING

### X. 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.

### XI. TERM

This MOU is effective upon the receipt of all signatures through 6/30/2021 and may be renewed for successive one-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

### XII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

### XIII. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

### XIV. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pinellas and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.



## MEMORANDUM OF UNDERSTANDING

### XV. 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 CareerSource Pinellas's Customer Grievance and Complaint Management 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 CareerSource Pinellas 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 CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas 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 unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.



## MEMORANDUM OF UNDERSTANDING

### SIGNATURES

Chief Elected Official Pinellas County:

Pat Gerard  
Signature

Commissioner Patricia Gerard  
Printed Name

April 21, 2020  
Date

Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM  
Local Workforce Development Board:

[Signature]  
Signature

Karla Leavelle  
Printed Name

3.18.20  
Date

Partner: Department of Education/VR

\_\_\_\_\_  
Signature

Allison Flanagan, Director  
Printed Name/Title

\_\_\_\_\_  
Date

Partner: Department of Education/VR

\_\_\_\_\_  
Signature

Richard Corcoran, Commissioner  
Printed Name/Title

\_\_\_\_\_  
Date

ATTEST: KEN BURKE, CLERK  
By: [Signature]  
Deputy Clerk





## MEMORANDUM OF UNDERSTANDING

CareerSource Pinellas CEO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date





## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding  
Between  
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas  
And  
ODLE MANAGEMENT, LLC. d/b/a Job Corps**

### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and Odle Management LLC, d/b/a/ Job Corps (hereafter referred to as the "Partner").

### II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Pinellas County.

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.

### III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative



## MEMORANDUM OF UNDERSTANDING

entity, grant recipient and fiscal agent for this area, CareerSource Pinellas will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the **needs** of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations),
9. Model CareerSource core values and maintain a professional working environment.
10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:



## MEMORANDUM OF UNDERSTANDING

1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.
2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource staff.

### IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,



## MEMORANDUM OF UNDERSTANDING

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

### VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The infrastructure cost sharing for the Partner is detailed in the Infrastructure Agreement, as agreed upon by both parties.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?





## MEMORANDUM OF UNDERSTANDING

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:



## MEMORANDUM OF UNDERSTANDING

- (i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or
  - (ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the **infrastructure** costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
  - (iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.
- (5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

## VII. 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 of 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 law.

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 amongst 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 insurance





## MEMORANDUM OF UNDERSTANDING

information, any such data sharing must comply with all of 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 of 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 of the requirements set forth in 34 CFR 361.38.

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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: (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 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.

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## MEMORANDUM OF UNDERSTANDING

### X. 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.

### XI. TERM

This MOU is effective upon the receipt of all signatures through **6/30/2021** and may be renewed for successive one-year terms upon written concurrence **between** the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

### XII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

### XIII. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

### XIV. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pinellas and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with



## MEMORANDUM OF UNDERSTANDING

respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

### XV. 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 CareerSource Pinellas's Customer Grievance and Complaint Management 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 CareerSource Pinellas 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 CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas 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 unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

### SIGNATURES

Chief Elected Official Pinellas County:



## MEMORANDUM OF UNDERSTANDING

Pat Gerard  
Signature

Commissioner Patricia Gerard  
Printed Name

April 21, 2020  
Date

ATTEST: KEN BURKE, CLERK  
By: [Signature]  
Deputy Clerk



Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM  
Local Workforce Development Board:

[Signature]  
Signature

Mark Leavelle  
Printed Name

3.18.20  
Date

Partner:

Tim Foley  
Signature

Tim Foley, Director of Admin.  
Printed Name/Title

2/21/2020  
Date

CareerSource Pinellas CEO:

Jennifer Brackney  
Signature

Jennifer Brackney, CEO  
Printed Name/Title

3/18/2020  
Date



## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding  
Between  
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas  
And  
PINELLAS COUNTY SCHOOL DISTRICT

### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and the **School Board of Pinellas County, Florida** (hereafter referred to as the "Partner").

### II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Pinellas County.

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.

### III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative





## MEMORANDUM OF UNDERSTANDING

entity, grant recipient and fiscal agent for this area. CareerSource Pinellas will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
9. Model CareerSource core values and maintain a professional working environment.
10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:





## MEMORANDUM OF UNDERSTANDING

1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.
2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Pinellas staff.

### IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,



## MEMORANDUM OF UNDERSTANDING

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

### VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The infrastructure cost sharing for the Partner is detailed in the Infrastructure Agreement, as agreed upon by both parties.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?



## MEMORANDUM OF UNDERSTANDING

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:



## MEMORANDUM OF UNDERSTANDING

- (i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or
- (ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
- (iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.
- (5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

### VII. 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 of 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 law.

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 amongst 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 insurance





## MEMORANDUM OF UNDERSTANDING

information, any such data sharing must comply with all of 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 of 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 of the requirements set forth in 34 CFR 361.38.

### VIII. 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: (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 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.

### IX. INDEMNIFICATION

All Parties to this MOU 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 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 the Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator. Nothing herein is intended to, nor shall, waive sovereign immunity protections contained in s. 768.28, F.S., for any party otherwise entitled to such protections.



## MEMORANDUM OF UNDERSTANDING

### X. 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.

### XI. TERM

This MOU is effective upon the receipt of all signatures through **6/30/2020** and may be renewed for successive one-year terms upon written **concurrence** between the parties. This MOU may be terminated for convenience at any time by either **party upon** thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

### XII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

### XIII. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

### XIV. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pinellas and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014,





## MEMORANDUM OF UNDERSTANDING

the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

### XV. 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 CareerSource Pinellas's Customer Grievance and Complaint Management 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 CareerSource Pinellas 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 CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas 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 unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

### SIGNATURES



## MEMORANDUM OF UNDERSTANDING

Chief Elected Official Pinellas County:

Pat Gerard  
Signature

Commissioner Patricia Gerard  
Printed Name

April 21, 2020  
Date

ATTEST: KEN BURKE, CLERK  
By: [Signature]  
Deputy Clerk



Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM  
Local Workforce Development Board:

[Signature]  
Signature

Donna Leavelle  
Printed Name

3.20.18  
Date

School Board of Pinellas County, Florida:

[Signature]  
Signature

Bone Finney, Chairperson  
Printed Name/Title

10.8.19  
Date

Approved As To Form:

[Signature]  
School Board Attorneys Office

CareerSource Pinellas CEO:

[Signature]  
Signature

Jennifer Brockway, CEO  
Printed Name/Title

3/18/2020  
Date



## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding  
Between  
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas  
And  
AARP FOUNDATION**

### **I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and the **AARP Foundation** (hereafter referred to as the "Partner").

### **II. PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in **accordance** with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Pinellas County.

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.

### **III. PROVISION OF SERVICES**

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource Pinellas will perform the following functions:



## MEMORANDUM OF UNDERSTANDING

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
9. Model CareerSource core values and maintain a professional working environment.
10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:



## MEMORANDUM OF UNDERSTANDING

1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.
2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide **updates** on the partners' programs and procedures to CareerSource staff.

### IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,





## MEMORANDUM OF UNDERSTANDING

- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

### VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The infrastructure cost sharing for the Partner is detailed in the Infrastructure Agreement, as agreed upon by both parties.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all





## MEMORANDUM OF UNDERSTANDING

other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or



## MEMORANDUM OF UNDERSTANDING

(ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

### VII. 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 of 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 law.

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 amongst 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 insurance information, any such data sharing must comply with all of 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.



## MEMORANDUM OF UNDERSTANDING

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 of 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 of the requirements set forth in 34 CFR 361.38.

### VIII. 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: (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 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.

### IX. INDEMNIFICATION

All Parties to this MOU 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 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 the Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. For the avoidance of doubt, AARP Foundation SCSEP participants are not assignees or agents of AARP Foundation when operating under the supervision and control of the Local WDB pursuant to a SCSEP on-site placement. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.



## MEMORANDUM OF UNDERSTANDING

### **X. 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.

### **XI. TERM**

This MOU is effective upon the receipt of all signatures through **6/30/2021** and may be renewed for successive one-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

### **XII. MERGER**

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

### **XIII. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

### **XIV. GOVERNANCE**

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pinellas and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with





## MEMORANDUM OF UNDERSTANDING

respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

### XV. 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 CareerSource Pinellas's Customer Grievance and Complaint Management 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 CareerSource Pinellas 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 CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas 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 unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.



## MEMORANDUM OF UNDERSTANDING

### SIGNATURES

Chief Elected Official Pinellas County:

Pat Gerard  
Signature

Commissioner Patricia Gerard  
Printed Name

April 21, 2020  
Date

ATTEST: KEN BURKE, CLERK

By: [Signature]  
Deputy Clerk



Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM  
Local Workforce Development Board:

[Signature]  
Signature

Mark Leavell  
Printed Name

3.18.20  
Date

Partner:

[Signature]  
Signature

Demetrios Antzoulatos, VP Finance, Grants, Operations

Printed Name/Title

3-5-20  
Date

CareerSource Pinellas CEO:

[Signature]  
Signature

Jennifer Bruckney, CEO  
Printed Name/Title

3/18/2020  
Date





## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding  
Between  
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas  
And  
PINELLAS OPPORTUNITY COUNCIL, INC.**

### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and the **Pinellas Opportunity Council, Inc.**, (hereafter referred to as the "Partner").

### II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Pinellas County.

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.

### III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative



## MEMORANDUM OF UNDERSTANDING

entity, grant recipient and fiscal agent for this area. CareerSource Pinellas will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource" branding of each center.
6. Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
9. Model CareerSource core values and maintain a professional working environment.
10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:



## MEMORANDUM OF UNDERSTANDING

1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system.
2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource staff.

### IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,



## MEMORANDUM OF UNDERSTANDING

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

### VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The infrastructure cost sharing for the Partner is detailed in the Infrastructure Agreement, as agreed upon by both parties.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720:

§ 361.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local one-stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in § 361.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

§ 361.720 What funds are used to pay for infrastructure costs in the local one-stop infrastructure funding mechanism?



## MEMORANDUM OF UNDERSTANDING

(a) In the local funding mechanism, one-stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a one-stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the one-stop centers and relative benefit received by the partner program, taking into account the total cost of the one-stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by one-stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by one-stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of -

(i) Expenditures incurred by one-stop partners on behalf of the one-stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:





## MEMORANDUM OF UNDERSTANDING

- (i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to support the one-stop center in general, not a specific partner; or
- (ii) Contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.
- (iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.
- (5) All partner contributions, regardless of the type, must be reconciled on a regular basis (i.e., monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

### VII. 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 of 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 law.

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 amongst 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 insurance





## MEMORANDUM OF UNDERSTANDING

information, any such data sharing must comply with all of 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 of 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 of the requirements set forth in 34 CFR 361.38.

### VIII. 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: (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.

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## MEMORANDUM OF UNDERSTANDING

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This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

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## MEMORANDUM OF UNDERSTANDING

respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

### **XV. 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 CareerSource Pinellas's Customer Grievance and Complaint Management 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 CareerSource Pinellas 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 CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas 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 unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

### **SIGNATURES**

**Chief Elected Official Pinellas County:**



## MEMORANDUM OF UNDERSTANDING

Pat Gerard  
Signature

Commissioner Patricia Gerard  
Printed Name

April 21, 2020  
Date

Donald S. Crowell, Chief Asst. County Attorney: APPROVED AS TO FORM  
Local Workforce Development Board:

ATTEST: KEN BURKE, CLERK  
By: [Signature]  
Deputy Clerk



[Signature]  
Signature

Harold Leander  
Printed Name

3.18.20  
Date

Partner: Pinellas Opportunity Council, Inc.

[Signature]  
Signature

Carolyn W. King, Exec. Dir.  
Printed Name/Title

3/18/20  
Date

CareerSource Pinellas CEO:

[Signature]  
Signature

Jennifer Brockway, CEO  
Printed Name/Title

3/18/2020  
Date



## ATTACHMENT B

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# Infrastructure Agreement

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INFRASTRUCTURE AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS  
AND  
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES

## I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **the Florida Department of Education, Division of Blind Services** and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

**Marcela Blanchett**  
**813.871.7190**  
[marcela.blanchett@dbss.flstate.org](mailto:marcela.blanchett@dbss.flstate.org)

## II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received,



## Infrastructure Agreement

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and requiring that 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 Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

### III. 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 further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- 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.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

## Infrastructure Agreement

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CareerSource Pinellas  
IFA Budget  
PY 2019/2020

Description	Estimated IFA Budget
Communications	72294
Utilities	57960
Office Rent/Lease	152075
Equip Rent/Lease	34230
Repairs & Maintenance	8040
Bldg Security	1050
Janitorial Expense	22950
Copy Mach Usage/Mnt	9030
Office Supplies	11220
Pest Control	3096
Operating Supplies	3000
Comp Software/License/Main	1800
Equipment <\$5,000	7500
Postage/Shipping	3420
Document Shredding	860
Insurance	14130
Total FTE's	67
Cost Per FTE	\$ 6,000

### V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and

## Infrastructure Agreement

- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

### VI. PARTNER CONTRIBUTION

Below are the partner contribution costs:

#### I. INFRASTRUCTURE COSTS

1 FTE	Flat fee of \$6,000/year
Partial FTE	Will be prorated based on the \$6,000 <ul style="list-style-type: none"><li>• For example, 1 day per week would be 20%, or \$1,200.00/year</li></ul>

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due by **June 30, 2020** and will cover the period of **July 1, 2019** through **June 30, 2021**. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58<sup>th</sup> St N., Suite 2-140, Clearwater, FL 33760

### VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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,

## Infrastructure Agreement

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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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

### **VIII. METHODS OF INTERNAL REFERRAL**

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 American Job Center network,
- 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 CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,

## Infrastructure Agreement

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- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource 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.

Partners agree 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.

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 IFA, by itself, does not function to satisfy all of these requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 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 American Job Center 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.
- 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.



## Infrastructure Agreement

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**X. TERM**

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2021**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

**XI. AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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.

**XII. MERGER**

This IFA 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.

**XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third party beneficiaries to this IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

**XIV. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XV. DISPUTE RESOLUTION**

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

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

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

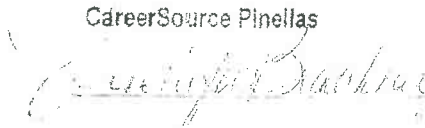



## Infrastructure Agreement

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

### XVI. SIGNATURES

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

APPROVED BY:		APPROVED BY PARTNER:	
CareerSource Pinellas		Florida Department of Education	
By: <u></u>	By: <u></u>		
Name: <u>Jennifer Brackney</u>	Name: <u>Richard Corcoran J. Abelsky</u>		
Title: <u>CEO</u>	Title: <u>Commissioner of Education Chief of Staff</u>		
Date: <u>3/24/2020</u>	Date: <u>3/26/20</u>		

APPROVED BY PARTNER:  
Department of Education  
Division of Blind Services

By: 

Name: Robert L. Doyle, III

Title: Director of Division of Blind Services

Date: 3/4/2020

# Infrastructure Agreement

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INFRASTRUCTURE AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS  
AND  
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION  
SA-248

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

John Howell  
813.233.3609  
[john.howell@vr.fldoe.org](mailto:john.howell@vr.fldoe.org)

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received,

## Infrastructure Agreement

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and requiring that 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 Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

### III. 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 further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator.
- Joint planning, policy development, and system design processes.
- 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.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

## Infrastructure Agreement

CareerSource Pinellas

IFA Budget

PY 2019/2020

Description	Estimated IFA Budget
Communications	72294
Utilities	57960
Office Rent/Lease	152075
Equip Rent/Lease	34230
Repairs & Maintenance	8040
Bldg Security	1050
Janitorial Expense	22950
Copy Mach Usage/Mnt	9030
Office Supplies	11220
Pest Control	3096
Operating Supplies	3000
Comp Software/License/Main	1800
Equipment <\$5,000	7500
Postage/Shipping	3420
Document Shredding	860
Insurance	14130
Total FTE's	67
Cost Per FTE	\$ 6,000

### V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- To remedy the imbalance of non-physically represented Partners, and
- To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

## Infrastructure Agreement

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

### VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

#### I. INFRASTRUCTURE COSTS

1 FTE	Flat fee of \$6,000/year
Partial FTE	Will be prorated based on the \$6,000 <ul style="list-style-type: none"><li>For example 1 day per week would be 20%, or \$1,200.00/year</li></ul>

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due **thirty (30) days after contract execution date** and will cover the period of **July 1, 2019 through June 30, 2021**. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58<sup>th</sup> St N., Suite 2-140, Clearwater, FL 33760

### VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

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## Infrastructure Agreement

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Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

### VIII. METHODS OF INTERNAL REFERRAL

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The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 American Job Center network,
- 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 CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner programs and aggregated information to assist the partner in its evaluation of the



## Infrastructure Agreement

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effectiveness of programs, as it relates to the employment of students who have participated in partner programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource 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.

Partners agree 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.

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- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 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 American Job Center 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.
- 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.

### X. TERM

The Term of this IFA shall commence on July 1, 2019, or the date last executed by both parties, whichever is later, through June 30, 2021, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

## Infrastructure Agreement

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**XI. AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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.

**XII. MERGER**

This IFA 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.

**XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third party beneficiaries to this IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

**XIV. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XV. DISPUTE RESOLUTION**

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

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the CEO of CareerSource 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 CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

**XVI. SIGNATURES**

## Infrastructure Agreement

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

APPROVED BY:

CareerSource Pinellas

APPROVED BY PARTNER:

By:

By:

Name:

Jennifer Brackney

Name:

Allison Flanagan

Title:

CEO

Title:

Director

Date:

Date:

APPROVED BY PARTNER:

By:

Name:

Richard Corcoran

Title:

Commissioner

Date:

# Infrastructure Agreement

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INFRASTRUCTURE AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS  
AND  
ODLE MANAGEMENT, LLC. d/b/a Job Corps

## I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **ODLE MANAGEMENT, LLC. d/b/a Job Corps** and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

**Sam Kolapo**  
**727.551.2900**  
[Kolapo.Samuel.1@jobcorps.org](mailto:Kolapo.Samuel.1@jobcorps.org)

## II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner

## Infrastructure Agreement

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consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

### III. 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 further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- 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.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

## Infrastructure Agreement

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CareerSource Pinellas  
IFA Budget  
PY 2019/2020

Description	Estimated IFA Budget
Communications	72294
Utilities	57960
Office Rent/Lease	152075
Equip Rent/Lease	34230
Repairs & Maintenance	8040
Bldg Security	1050
Janitorial Expense	22950
Copy Mach Usage/Mnt	9030
Office Supplies	11220
Pest Control	3096
Operating Supplies	3000
Comp Software/License/Main	1800
Equipment <\$5,000	7500
Postage/Shipping	3420
Document Shredding	860
Insurance	14130
Total FTE's	67
Cost Per FTE	\$ 6,000

### V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and



## Infrastructure Agreement

- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

### VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

#### I. INFRASTRUCTURE COSTS

1 FTE	Flat fee of \$6,000/year
Partial FTE	Will be prorated based on the \$6,000 <ul style="list-style-type: none"><li>For example 1 day per week would be 20%, or \$1,200.00/year</li></ul>

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due by **June 30, 2020**, and will cover the period of **July 1, 2019** through **June 30, 2021**. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58<sup>th</sup> St N., Suite 2-140, Clearwater, FL 33760

### VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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

## Infrastructure Agreement

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and may be identified as infrastructure costs if they are necessary for the general operation of the 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

### **VIII. METHODS OF INTERNAL REFERRAL**

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 American Job Center network,
- 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 CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,

## Infrastructure Agreement

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- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource 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.

Partners agree 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.

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 IFA, by itself, does not function to satisfy all of these requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 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 American Job Center 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.
- 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.

## Infrastructure Agreement

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**X. TERM**

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2021**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

**XI. AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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.

**XII. MERGER**

This IFA 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.

**XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third party beneficiaries to this IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

**XIV. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XV. DISPUTE RESOLUTION**

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

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

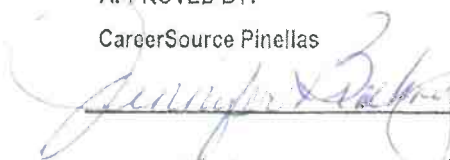

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of

## Infrastructure Agreement

Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

### XVI. SIGNATURES

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

	APPROVED BY:		APPROVED BY PARTNER:
	CareerSource Pinellas		
By:		By:	
Name:	Jennifer Brackney	Name:	Tim Foley
Title:	CEO	Title:	Director, Admin
Date:	3/18/2020	Date:	12/18/2019



# Infrastructure Agreement

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INFRASTRUCTURE AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS  
AND  
PINELLAS COUNTY SCHOOL DISTRICT

I. **PARTIES**

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **PINELLAS COUNTY SCHOOL DISTRICT** and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

**Mark Hunt**  
**727.588.6006**  
[huntwi@pcsb.org](mailto:huntwi@pcsb.org)

II. **PURPOSE**

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner



## Infrastructure Agreement

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consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

### III. 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 further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- 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.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

## Infrastructure Agreement

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CareerSource Pinellas  
IFA Budget  
PY 2019/2020

Description	Estimated IFA Budget
Communications	72294
Utilities	57960
Office Rent/Lease	152075
Equip Rent/Lease	34230
Repairs & Maintenance	8040
Bldg Security	1050
Janitorial Expense	22950
Copy Mach Usage/Mnt	9030
Office Supplies	11220
Pest Control	3096
Operating Supplies	3000
Comp Software/License/Main	1800
Equipment <\$5,000	7500
Postage/Shipping	3420
Document Shredding	860
Insurance	14130
Total FTE's	67
Cost Per FTE	\$ 6,000

### V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and

## Infrastructure Agreement

- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

### VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

#### I. INFRASTRUCTURE COSTS

1 FTE	Flat fee of \$6,000/year
Partial FTE	Will be prorated based on the \$6,000 <ul style="list-style-type: none"><li>• For example 1 day per week would be 20%, or \$1,200.00/year</li></ul>

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due by **December 31, 2019**, and will cover the period of **July 1, 2019** through **June 30, 2020**. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58<sup>th</sup> St N., Suite 2-140, Clearwater, FL 33760

### VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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,

## Infrastructure Agreement

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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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

### **VIII. METHODS OF INTERNAL REFERRAL**

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
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- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,

## Infrastructure Agreement

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- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource 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.

Partners agree 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.

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- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
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- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center 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.
- 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.



## Infrastructure Agreement

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**X. TERM**

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

**XI. AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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.

**XII. MERGER**

This IFA 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.

**XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third party beneficiaries to this IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

**XIV. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XV. DISPUTE RESOLUTION**

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

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the CEO of CareerSource 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

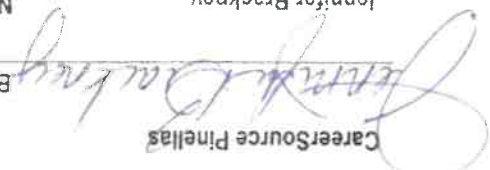
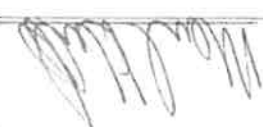


# Infrastructure Agreement

Education (DOE) to review concerns and determine resolution. DOE and DOE may remand the issue back to the CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

## XVI. SIGNATURES

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

APPROVED BY:	APPROVED BY:
	
By:	By:
Jennifer Brackney	Mark Hunt
Name:	Name:
Jennifer Brackney	Mark Hunt
CEO	Executive Director
Title:	Title:
3/20/2020	9/19/19
Date:	Date:

# Infrastructure Agreement

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INFRASTRUCTURE AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS  
AND  
AARP FOUNDATION

I. **PARTIES**

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **AARP FOUNDATION** and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

**Giovanni Barcesi**  
**727.547.0534**  
[gbarcesi@aarp.org](mailto:gbarcesi@aarp.org)

II. **PURPOSE**

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received,

## Infrastructure Agreement

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and requiring that 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 Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

### III. 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 further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- 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.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

## Infrastructure Agreement

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CareerSource Pinellas  
IFA Budget  
PY 2019/2020

Description	Estimated IFA Budget
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Utilities	57960
Office Rent/Lease	152075
Equip Rent/Lease	34230
Repairs & Maintenance	8040
Bldg Security	1050
Janitorial Expense	22950
Copy Mach Usage/Mnt	9030
Office Supplies	11220
Pest Control	3096
Operating Supplies	3000
Comp Software/License/Main	1800
Equipment <\$5,000	7500
Postage/Shipping	3420
Document Shredding	860
Insurance	14130
Total FTE's	67
Cost Per FTE	\$ 6,000

### V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and

## Infrastructure Agreement

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- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

### VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

#### I. INFRASTRUCTURE COSTS

1 FTE	Flat fee of \$6,000/year
Partial FTE	Will be prorated based on the \$6,000 <ul style="list-style-type: none"><li>For example 1 day per week then it would be 20% or \$1,200.00/year</li></ul>

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due **30 days** from the date of execution of the IFA and MOU, and will cover the period of **July 1, 2019 through June 31, 2021**. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58<sup>th</sup> St N., Suite 2-140, Clearwater, FL 33760

### VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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,

## Infrastructure Agreement

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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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

### VIII. METHODS OF INTERNAL REFERRAL

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree 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 American Job Center network,
- 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 CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,



## Infrastructure Agreement

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- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource 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.

Partners agree 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.

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 IFA, by itself, does not function to satisfy all of these requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 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 American Job Center 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.
- 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.

## Infrastructure Agreement

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**X. TERM**

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2021**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

**XI. AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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.

**XII. MERGER**

This IFA 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.

**XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third party beneficiaries to this IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

**XIV. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XV. DISPUTE RESOLUTION**

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

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

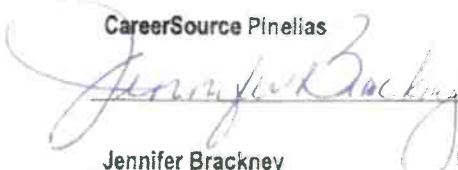

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE)

## Infrastructure Agreement

to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

### XVI. SIGNATURES

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

	APPROVED BY:		APPROVED BY PARTNER:
	CareerSource Pinelias		
By:		By:	
Name:	Jennifer Brackney	Name:	Demetrios Antzoulatos
Title:	CEO	Title:	VP Finance, Grants, Operations
Date:	3/18/2020	Date:	3-5-20

# Infrastructure Agreement

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INFRASTRUCTURE AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS  
AND  
PINELLAS OPPORTUNITY COUNCIL, INC.

## I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **PINELLAS OPPORTUNITY COUNCIL, INC.**, and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

Carolyn King  
727.823.4101  
[cking@por-inc.org](mailto:cking@por-inc.org)

## II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner

# Infrastructure Agreement

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consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

## III. 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 further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- 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.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

## IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

## Infrastructure Agreement

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CareerSource Pinellas  
IFA Budget  
PY 2019/2020

Description	Estimated IFA Budget
Communications	72294
Utilities	57960
Office Rent/Lease	152075
Equip Rent/Lease	34230
Repairs & Maintenan	8040
Bldg Security	1050
Janitorial Expense	22950
Copy Mach Usage/Mnt	9030
Office Supplies	11220
Pest Control	3096
Operating Supplies	3000
Comp Software/License/Main	1800
Equipment <\$5,000	7500
Postage/Shipping	3420
Document Shredding	860
Insurance	14130
Total FTE's	67
Cost Per FTE	\$ 6,000

### V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and



## Infrastructure Agreement

- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

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Below is the partner contribution costs:

#### I. INFRASTRUCTURE COSTS

1 FTE	Flat fee of \$6,000/year
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## Infrastructure Agreement

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## Infrastructure Agreement

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**X. TERM**

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2021**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

**XI. AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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.

**XII. MERGER**

This IFA 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.

**XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third party beneficiaries to this IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

**XIV. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XV. DISPUTE RESOLUTION**

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

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

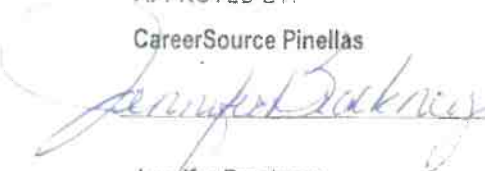

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the CEO of CareerSource and to the Director of the Partner organization, or impose other

## Infrastructure Agreement

remedies to resolve the issue.

### XVI. SIGNATURES

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

	APPROVED BY:		APPROVED BY PARTNER:
	CareerSource Pinellas		Pinellas Opportunity Council, Inc.
By:		By:	
Name:	Jennifer Brackney	Name:	Carolyn W. King
Title:	CEO	Title:	Executive Director
Date:	3/18/2020	Date:	3/18/2020



## ATTACHMENT C

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## **ATTACHMENT D**

**Local Workforce Development Board – Region 14**

**Service Provider Sub-award Agreement for  
One-Stop Operator Services**

**WORKNET PINELLAS, INC. D/B/A CAREERSOURCE PINELLAS  
SERVICE PROVIDER SUBAWARD AGREEMENT  
ONE STOP OPERATOR SERVICES**

THIS SUBAWARD AGREEMENT is entered into as of the 1<sup>st</sup> day of November, 2018, by and between Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions, a Wisconsin Corporation (hereinafter the "Service Provider"), whose address is 237 South Street, Waukesha, WI 53186, and WORKNET PINELLAS, INC., d/b/a CareerSource Pinellas, a Florida not-for-profit corporation, whose principal office and address is 13805 58<sup>th</sup> St. N., Suite 2-140, Clearwater, FL 33760 (hereinafter "CAREERSOURCE PINELLAS").

**RECITALS**

WHEREAS, the federal Workforce Innovation & Opportunity Act and its implementing regulations (all as may be amended from time to time to collectively referred to herein as "WIOA") retained the nationwide one-stop career center service delivery system created under the federal Workforce Investment Act of 1998 ("WIA") branding it the "American Job Center" network;

WHEREAS, WIOA's objective is to eliminate fragmentation among the various employment, training, and education programs by requiring the one-stop career centers established under WIA to partner with certain federally-funded employment and training programs (referred to in WIOA as "Required Partners") to promote the coordination of employment, education, training and support services;

WHEREAS, WIOA requires that CAREERSOURCE PINELLAS competitively procure an operator for the one-stop service delivery system to serve in this coordination role in the delivery of employment, education, training and support services by Required Partners and service providers;

WHEREAS, CAREERSOURCE PINELLAS issued a request for proposal RFP#18-0629 on July 3, 2018, for One Stop Operator Services;

WHEREAS, Service Provider timely submitted a proposal in response (the "Response") to the aforementioned Request for Proposal;

WHEREAS, through the review process carried out by the Selection Committee, CAREERSOURCE PINELLAS determined that Service Provider submitted the proposal that best meets the needs of CAREERSOURCE PINELLAS and awarded the work for the One Stop Operator Services to Service Provider;

WHEREAS, Provider has agreed to provide One Stop Operator Services as outlined in the Request for Proposal and the Included Statement of Work; and,

*CareerSource Pinellas  
Service Provider Agreement  
One Stop Operator Services*

WHEREAS, certain information required by the Uniform Guidance, [2 C.F.R. §200.331], to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as Exhibit B and is incorporated herein by reference.

WHEREAS, the parties desire to enter into an agreement to outline the understanding of the parties with respect to the Statement of Work to be performed by Provider.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, it is agreed as follows:

1. Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated in *haec verba*. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated in *haec verba*.

2. Term. The term of this Agreement ("Term") shall commence on the 1<sup>st</sup> day of November, 2018 and the initial term shall end on June 30, 2019, unless extended or earlier terminated as provided for herein. The Agreement may be renewed for three (3) additional, one-year terms in alignment with the fiscal year of CAREERSOURCE PINELLAS under the same terms and conditions and in the sole discretion of CAREERSOURCE PINELLAS upon mutual agreement.

3. Statement of Work. The Service Provider agrees as follows:

a. To provide and perform the One Stop Operator Services as set forth in Exhibit A, and incorporated herein by reference; and,

b. Service Provider agrees to cooperate with and provide assistance to CAREERSOURCE PINELLAS with respect to any matter in which: (i) it was involved during the Term; and (ii) its subsequent assistance and cooperation is reasonably necessary and appropriate. Service Provider agrees to make appropriate personnel available to CAREERSOURCE PINELLAS for a period of up to sixty (60) days after termination of this Agreement to assist CAREERSOURCE PINELLAS in an orderly transition of services to a subsequent Service Provider, all without further compensation from the Purchaser.

4. Service Delivery Standards.

a. Standard of Service. Service Provider shall ensure that all services provided under this Agreement are delivered timely, completely, and commensurate with required standards of quality and customer service.

b. Cooperation. Service Provider agrees to cooperate with all agents, contractors and employees of CAREERSOURCE PINELLAS in all reasonable manners.

c. *Background Screening.* Service Provider agrees its employees will submit to background screening, criminal record checks, and credit checks as statutorily required, or as requested by CAREERSOURCE PINELLAS, including local, state, and federal checks (minimum of FDLE level 1). Copies of background screenings to be released to CAREERSOURCE PINELLAS no later than November 30, 2018 and will be provided annually, upon renewal of contract.

5. Performance

a. Service Provider represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement, and to provide and perform such services to CAREERSOURCE PINELLAS' satisfaction for the agreed compensation.

b. Service Provider shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.

c. Service Provider shall perform its duties, obligations, and services under this Agreement in a skillful, respectable and cost conscious manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of CAREERSOURCE PINELLAS shall be comparable to the best local, state and national services.

6. Compliance Requirements.

a. *Federal and State Program Compliance.* Service Provider agrees to perform the Statement of Work as described herein in accordance with the Workforce Investment Act (29 USC §2732, Public Law 105-220), as amended by the Workforce Innovation and Opportunity Act (Public Law 113-128) and Florida Statutes Chapter 445, and their respective implementing regulations as may be promulgated and amended from time to time (the "*Program Requirements*"), and other legal and regulatory standards, as applicable.

b. *Compliance with CAREERSOURCE PINELLAS Policies.* Service Provider agrees to comply with the terms of all policies and procedures of CAREERSOURCE PINELLAS which may be promulgated from time to time, including policies related to conduct, records, reporting and other procedures related to the orderly conduct of CAREERSOURCE PINELLAS' business.

c. *Non Discrimination.* As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the Service Provider assures that it will

fully comply with the nondiscrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the Workforce Opportunities and Innovation Act of 2014 (WIOA), 29 U.S.C. 2938(a)(3) 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, for beneficiaries only, on the basis of 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;
- ii. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 20000d et seq., which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
- v. 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 education programs; and
- vi. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment related activities. And, requires reasonable accommodation for persons with disabilities.
- vii. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination of the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- viii. Equal Employment Opportunity whereby Service Provider agrees that it shall not discriminate as to race, sex, color, creed, handicap, national origin, or other protected class in the selection, operations conducted, or performance related to the Statement of Work. Service Provider shall comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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d. *Employment Eligibility Requirements.* Employment of unauthorized aliens by Service Provider is considered a violation of the Immigration and Nationality Act. Service Provider shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all persons, including subcontractors, employed by Service Provider to perform work pursuant to this Agreement. Service Provider shall be responsible for including the provisions of this paragraph in any contract with, and requiring compliance by, any and all subcontractors performing any part of the Statement of Work under this Agreement.

e. *Trafficking Victims Protection Act of 2000(2 CFR 175.15(b)).* During the term of the Agreement, Service Provider, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of Statement of Work.

f. *Conflict of Interest.* Service Provider acknowledges and certifies that it does not have any conflicts of interest regarding this Agreement or the Statement of Work contemplated herein. Service Provider further acknowledges and certifies that it does not now have, and shall not enter into, a direct or indirect ownership or controlling interest in, or a direct or indirect affiliation or relationship with CAREERSOURCE PINELLAS, or any of the members of its Board of Directors.

g. *Registrations and Licenses.* Service Provider agrees to maintain all registrations and licenses required by the State in which services are performed and shall comply with applicable federal and state laws; be and remain duly licensed by the State of Florida to provide services as contemplated herein without restrictions; comply with and be otherwise controlled and governed by the ethics and standards of care of the profession and industry in which Service Provider shall, from time to time, provide services hereunder. Service Provider further agrees to provide proof of insurance, licensure (occupational, professional, and driving when applicable) and evidence of credentials upon request, and to notify CAREERSOURCE PINELLAS immediately upon any change in insurance or licensure.

h. *Debarment and Suspension (Executive Orders 12549 and 12689).* A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). In accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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i. *Hatch Act.* None of the funds or services under this agreement provided by Federal Departments, the Governor or CAREERSOURCE PINELLAS to the Service Provider shall be used for any non-partisan or partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) and the Federal Election Campaign Act, as amended (2 USC section 431).

j. *Drug-Free Workplace.* The Service Provider will, or will continue to, provide a drug-free workplace in accordance with P.L. 100-690, Title V, Subtitle D: 41 USC 701-707.

k. *Lobbying.* The Service Provider shall comply with the provision of the Lobbying requirements, as stipulated under 216 347, FS, 29 CFR 93.100

l. *Code of Conduct.* The Service Provider agrees to abide by CAREERSOURCE PINELLAS' Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CAREERSOURCE PINELLAS' Code of Conduct. It is the Service Provider's responsibility to request and secure a copy of the Code of Conduct.

m. Service Provider agrees that allowability of costs shall be determined in accordance with the cost principles applicable to the Organization incurring the costs, as stated in 29 CFR 95.27.

n. Service Provider agrees that compliance with the aforesaid requirements is a condition of continued receipt of, or benefit from, Federal and/or State funds, and that it is binding upon the Service Provider, its successors, transferees, and assignees during the Term. Service Provider further assures that all subcontractors, vendors, or others with whom it arranges to perform any of the Statement of Work in connection with this Agreement, are to comply with the above statutes, regulations, and standards.

o. Failure to comply with any of the provisions of this paragraph 5 shall be deemed a material breach of this Agreement.

7. Payment.

a. *Rate.* In exchange for the Statement of Work contemplated herein, CAREERSOURCE PINELLAS agrees to pay Service Provider \$34,166.64 for the term of this Agreement in monthly payments of \$4,270.83. In the event of commencement or termination of this agreement at a time other than the beginning or end of a month, the amount due for such partial month shall be prorated in proportion to the number of days this agreement is in effect during such partial month to the number of days in that calendar month.

b. *Invoicing.* Service Provider agrees to provide to CAREERSOURCE PINELLAS, on or before the 10<sup>th</sup> of the month, an invoice for the prior month's services performed under

this Agreement; failure to provide a timely invoice could result in Service Provider's forfeiting payment. Payment shall be made on a monthly basis in the normal business cycle after invoice and documentation of completed work is received and approved by CAREERSOURCE PINELLAS.

c. *Limitations on Payments.* CAREERSOURCE PINELLAS shall not pay the Service Provider for services unless the services invoiced were actually performed. The Rate is all inclusive and, unless otherwise authorized in advance by CAREERSOURCE PINELLAS, no additional payments will be made for expenses incurred or supplies used by Service Provider in providing services under this Agreement. The costs of services paid for under any other agreement or from any other source is not eligible for reimbursement or payment under this Agreement. CAREERSOURCE PINELLAS has the right to offset any sums owed by Service Provider to CAREERSOURCE PINELLAS from payments under this Agreement. Any payments due under the terms of this Agreement may be withheld until all records or reports due from Service Provider have been received and approved. Service Provider agrees to return to CAREERSOURCE PINELLAS, upon written demand, any overpayments due to unearned payments or disallowed payments. Upon Termination, CAREERSOURCE PINELLAS shall pay only for services properly documented and rendered prior to the date of Termination.

8. *Financial Accountability and Grant Administration.*

- a. *Financial Management.* Service Provider shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements.
- b. *Limitations on Expenditures.* Service Provider shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. CAREERSOURCE PINELLAS shall only reimburse Service Provider for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Statement of Work detailed in Exhibit A (ii) documented by contracts or other evidence of liability consistent with established CAREERSOURCE PINELLAS and Service Provider procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.
- c. *Improper Payments.* Any item of expenditure by Service Provider under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of CAREERSOURCE PINELLAS, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of

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Service Provider, shall become Service Provider's liability, to be paid by Service Provider from funds other than those provided by CAREERSOURCE PINELLAS under this Agreement or any other agreements between CAREERSOURCE PINELLAS and Service Provider. This provision shall survive the expiration or termination of this Agreement.

- d. *Audited Financial Statements.* In any fiscal year in which Service Provider expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Service Provider must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles.<sup>4</sup> If Service Provider expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by CAREERSOURCE PINELLAS and appropriate officials of the Federal Awarding Agency, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Service Provider shall provide CAREERSOURCE PINELLAS with a copy of Service Provider's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Service Provider's most recently ended fiscal year.
- e. *Audit resolution.* Service Provider agrees to be subject to audit resolution procedures established by CAREERSOURCE PINELLAS, the State of Florida, or the Federal Government and to cooperate with CAREERSOURCE PINELLAS in the event resolution cannot be achieved at CAREERSOURCE PINELLAS' level.
- f. *Closeout.* Final payment request(s) under this Agreement must be received by CAREERSOURCE PINELLAS no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by CAREERSOURCE PINELLAS after this date without authorization from CAREERSOURCE PINELLAS. In consideration of the execution of this Agreement by CAREERSOURCE PINELLAS, Service Provider agrees that acceptance of final payment from CAREERSOURCE PINELLAS will constitute an agreement by Service Provider to release and forever discharge CAREERSOURCE PINELLAS, its agents, employees, representatives, affiliates, successors and assigns from any

and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Service Provider has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Service Provider's obligations to CAREERSOURCE PINELLAS under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of CAREERSOURCE PINELLAS. Such requirements shall include, without limitation, submitting final reports to CAREERSOURCE PINELLAS and providing any closeout-related information requested by CAREERSOURCE PINELLAS by the deadlines specified by CAREERSOURCE PINELLAS. This provision shall survive the expiration or termination of this Agreement.

9. Recordkeeping

a. *Obligation to Maintain Records.* All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by Service Provider in the performance of the Statement of Work rendered to CAREERSOURCE PINELLAS are the intellectual property of CAREERSOURCE PINELLAS and are the sole property of CAREERSOURCE PINELLAS. Service Provider agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all Statement of Work rendered by Service Provider under this Agreement, to comply with all Federal and/or State requirements.

b. *Financial Records.* Service Provider further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the Statement of Work performed under this Agreement. Service Provider acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this Agreement.

c. *Public Records Law/ Sunshine Law.* Service Provider agrees to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law.

1. In furtherance of this provision, Service Provider is required to:

1. keep and maintain public records required by CAREERSOURCE PINELLAS to perform the Scope of Service;

2. upon request from CAREERSOURCE PINELLAS' custodian of public records, provide CAREERSOURCE PINELLAS with a copy of the requested

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records or allow the records to be inspected or copied within a reasonable time at a reasonable place or as otherwise provided by law;

3. ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if Service Provider does not transfer the records to CAREERSOURCE PINELLAS;

4. upon completion of the Agreement, transfer, at no cost, to CAREERSOURCE PINELLAS all public records in possession of Service Provider or keep and maintain public records required by CAREERSOURCE PINELLAS to perform the service. If Service Provider transfers all public records to CAREERSOURCE PINELLAS upon completion of the Agreement, Service Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Service Provider keeps and maintains public records upon completion of the Agreement, Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CAREERSOURCE PINELLAS, upon request from CAREERSOURCE PINELLAS' custodian of public records, in a format that is compatible with the information technology systems of CAREERSOURCE PINELLAS.

- ii. IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-608-2554 and 13805 58<sup>th</sup> St. N., Suite 2-140, Clearwater, FL 33760.

d. *Confidentiality/Safeguarding Information.* Service Provider agrees to treat all non-public information obtained from participants or CAREERSOURCE PINELLAS as confidential and agrees not to release or discuss any such information with other parties unless prior consent of CAREERSOURCE PINELLAS. Service Provider agrees to adhere to confidentiality policies of CAREERSOURCE PINELLAS and to ensure the confidentiality of records, employee information, and any CAREERSOURCE PINELLAS information or records to which Service Provider might have access in the course of completing the service. Service Provider agrees to adhere to all federal, state and local privacy laws, rules and regulations.

10. Reporting, Auditing and Monitoring. Service Provider will be subject to fiscal, administrative, and performance auditing and monitoring on a periodic basis to ensure contractual compliance, fiscal accountability, performance and compliance with applicable state



and federal laws and regulations. The Service Provider agrees to provide CAREERSOURCE PINELLAS, or its designee, unqualified access to all Records and/or other documentation developed pursuant to this Agreement. The Service Provider further agrees to furnish to CAREERSOURCE PINELLAS, upon request, whatever information and documentation that is necessary to effect CAREERSOURCE PINELLAS' monitoring of activities under this Agreement.

11. Independent Contractor. It is understood that Service Provider is an independent contractor and not an agent or employee of CAREERSOURCE PINELLAS for any purpose including, but not limited to, federal tax and other state and federal law purposes. Service Provider assumes responsibility for payment of all federal, state and local taxes imposed or required of Service Provider under unemployment insurance, Social Security and income tax laws. Service Provider shall be solely responsible for any worker's compensation insurance required by law and shall provide CAREERSOURCE PINELLAS with proof of insurance upon request. The parties agree that CAREERSOURCE PINELLAS shall not: (a) pay dues, licenses or membership fees for Service Provider; (b) require attendance by Service Provider, except as otherwise specified herein; (c) control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Service Provider from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

12. Indemnification and Insurance.

a. Service Provider shall indemnify and save harmless CAREERSOURCE PINELLAS, its directors, officers, employees, volunteers, donors, clients, grantee agencies and affiliates from any liability or damages CAREERSOURCE PINELLAS may suffer as a result of claims, demands, costs or injuries sustained by CAREERSOURCE PINELLAS as a result of any negligent act or willful misconduct by the Service Provider of the services provided hereunder. Service Provider further agrees to pay interest at the highest percentage rate per year allowable by law on any necessary expenses or costs incurred by CAREERSOURCE PINELLAS in the enforcement of this provision.

b. Service Provider shall maintain the following minimum scope and limits of insurance:

1. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of \$1,000,000 per occurrence, with an aggregate liability per occurrence of \$2,000,000. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall



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also name CAREERSOURCE PINELLAS, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Service Provider's operation.

ii. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Service Provider with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name CAREERSOURCE PINELLAS, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Service Provider's operation.

iii. Crime and Employee Dishonesty Liability Coverage with limits of not less than \$100,000. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name CAREERSOURCE PINELLAS, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Service Provider's operation.

iv. Workers Compensation as required by applicable state law.

c. Service Provider shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name CAREERSOURCE PINELLAS and its officers, directors, employees, agents and representatives as an additional insured.

d. Certificates showing Service Provider is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to CAREERSOURCE PINELLAS within fifteen (15) calendar days after the date on which this Agreement is made. Such certificates shall show that CAREERSOURCE PINELLAS shall be notified of all reductions in limits or cancellations of such insurance policies. Service Provider shall forthwith obtain substitute insurance in the event of a cancellation.

e. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida.

13. Designated Representative. The Designated Representative for CAREERSOURCE PINELLAS for this Agreement is Jennifer Brackney. Service Provider will address all questions regarding this Agreement or Statement of Work to the Designated Representative. The Designated Representative for the Service Provider for this Agreement is Paul G. Dunn, CEO DWFS. If the Designated Representative for either party changes to someone other than the person named herein, written notification of the change shall be given to the other party in accordance with the Notice provision of this Agreement.

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14. Notices. All notices, demands, and other writing required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the U.S. Mail, certified return receipt requested and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature.

CareerSource Pinellas:	Jennifer Brackney CEO CareerSource Pinellas 13805 58 <sup>th</sup> St. N., Suite 2-140 Clearwater, Florida 33760
Service Provider:	Paul G. Dunn CEO Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions Address 237 South Street, Waukesha, WI 53186 <a href="mailto:pdunn@dwfs.us">pdunn@dwfs.us</a> 202-641-7452

15. Entire Agreement; Incorporate of Documents. This Agreement supersedes any prior understandings or agreements between the parties; there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein. This Agreement incorporates all rules, regulations, handbooks, manuals, policy statements, guidance or other notices issued pursuant to the Program Requirements identified in paragraph 5.a. of this Agreement.

16. Amendment and Modification. CAREERSOURCE PINELLAS reserves the right to modify or amend the terms of the Statement of Work provision of this Agreement if the nature of the Statement of Work is required to be modified or amended due to changes in the law; changes in the availability of funds for the Statement of Work or other change of circumstances. In the event the Statement of Work is amended or modified by CAREERSOURCE PINELLAS, the parties agree to work cooperatively in good faith to renegotiate changes to the Payment provision of this Agreement, if applicable. All other terms, conditions and provisions of this Agreement shall remain in full force and effect unless modified, changed, altered or amended, in writing, executed by both parties.

17. Assignment and Subcontracting. This Agreement shall not be assigned nor may any portion of the Statement of Work contemplated in the Agreement be subcontracted to another party without prior written approval of CAREERSOURCE PINELLAS.

18. Corporate Status; Change of Ownership.

a. *Corporate Status.* If Service Provider is a corporation, or other entity, Service Provider shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of Service Provider to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

b. *Change in Ownership.* Service Provider shall notify CAREERSOURCE PINELLAS immediately upon any change in entity ownership or any substitution of the key professional assigned (the "Key Person") to perform the work under this Agreement ("Change of Ownership"). CAREERSOURCE PINELLAS shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to CAREERSOURCE PINELLAS provided, however, no cancellation shall relieve Service Provider of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

19. Dispute Resolution. Any dispute concerning the delivery of services under this Agreement shall be first addressed with CAREERSOURCE PINELLAS' Designated Representative. If the dispute cannot be resolved, then Service Provider will provide a written memorandum to the Chief Executive Officer of CAREERSOURCE PINELLAS to render a decision on the dispute. Service Provider will be notified in writing, in accordance with the notice provision of this Agreement, of that decision.

20. Default. Neither party shall declare the other party in default of any provision of this Agreement without giving the other party at least five (5) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

21. Termination.

a. This Agreement may be terminated by either party with, or without, cause upon thirty (30) day's prior written notice.

b. This Agreement is subject to the availability of federal and state legislative funding for the purposes of the performance of the Statement of Work. In the event such legislative funding is revoked, becomes unavailable or is reduced, CAREERSOURCE

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PINELLAS may terminate this Agreement upon no less than thirty (30) day notice in writing to the Service Provider.

- c. If Service Provider knowingly employs unauthorized aliens, in violation of paragraph 6, such action shall be cause for unilateral cancellation of this Agreement and CAREERSOURCE PINELLAS may recover damages from Service Provider resulting from such cancellation. Further, CAREERSOURCE PINELLAS may unilaterally terminate this Agreement, without penalty, if Service Provider is determined to have violated a prohibition in paragraph 5 of this Agreement or has an employee who is determined by CAREERSOURCE PINELLAS to have violated a prohibition in paragraph 6 of this Agreement through conduct that is either associated with performance of the Statement of Work or Imputed to Service Provider using the standards and due process for Imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by CAREERSOURCE PINELLAS.
- d. In the event of a breach by the Service Provider, where the Service Provider fails to cure the breach within the time specified by CAREERSOURCE PINELLAS, then CAREERSOURCE PINELLAS may terminate this Agreement upon not less than seven (7) days' written notice to the Service Provider.

22. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the parties agree that the Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

23. Parties Acknowledgement; Parties Bound. The Parties acknowledge that they have read this Agreement and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

24. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

25. Survivability. Any provision of this Agreement which obligates Service Provider to pay

an amount or perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

26. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

27. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

28. Law of the Agreement, Jurisdiction and Venue. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and jurisdiction and venue are hereby agreed by the parties to be solely and exclusively in the county or state courts in and for Pinellas County, Florida and no other location. The parties hereby waive any rights to venue in any other jurisdiction. Service Provider hereby agrees that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

29. Waiver of Jury Trial. The parties hereto shall, and they hereby do, waive trial by jury in action, proceeding or counterclaim brought by either CAREERSOURCE PINELLAS or Service Provider against the other with respect to any matters whatsoever arising out of or in any way connected with this Agreement. The parties acknowledge that this provision is a material inducement to their respective execution of this Agreement.

30. Attorney's Fees; and Costs of Enforcement. In the event suit is commenced to enforce this Agreement, costs of said suit, including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding, shall be paid to the prevailing party by the other party.

31. Miscellaneous. Unless otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs and assigns. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender. All captions herein contained are for convenience only and shall not be construed to limit any provisions hereunder. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents and to take

any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on the day and year first above written.

WITNESS:



Signature

Henry A. Dunn

Print Name

SERVICE PROVIDER:



Paul G. Dunn

CEO

Kaiser Group, Inc.

WITNESS:



Signature

JENNIFER BRACKNEY

Print Name

CAREERSOURCE PINELLAS



Jennifer Brackney

CEO

WorkNet Pinellas, Inc., d/b/a CareerSource  
Pinellas



## EXHIBIT A: STATEMENT OF WORK

**Overview.** The Service Provider shall provide the services required of a One-Stop Operator as defined in the USDOL final regulations; the USDOL's Training and Employment Guidance Letter (TEGL) 15-16, Competitive Selection of Service Providers, Issued on January 17, 2017; and this statement of work.

For purposes of this Statement of Work, CareerSource Pinellas defines the basic role of a Service Provider as an entity that will coordinate the service delivery of participating one-stop partners and Service Providers within the Career Centers of CareerSource Pinellas.

- II. **Description of Specific Services to be provided.** The following services shall be provided by the Service Provider. At a minimum, quarterly updates must be provided to the CareerSource Pinellas management team on each of these services.
  1. **Maintain Linkages.** The Service Provider shall coordinate the establishment and assisting in maintenance of linkages between all mandatory one-stop partners designated by the CEO of CareerSource Pinellas. At a minimum, this requires the Service Provider to
    - a. understand who is designated and defined as a partner by the CareerSource Pinellas CEO;
    - b. gather each designated partners' contact information and a description of services provided that supports the one-stop system;
    - c. identify how each partner wishes to receive referrals from other designated partners;
    - d. maintain the contact information, services provided descriptive information and referral preferences in an up-to-date format;
    - e. using the information collected, clearly describe each partner's role and responsibilities in the one-stop delivery system;
    - f. following review and approval by CareerSource Pinellas, share that up-to-date contact information, services provided descriptive information, referral preferences and each partner's role and responsibilities with all designated partners and CareerSource at least quarterly and more frequently if changes are noted; and
    - g. maintain an on-line portal that will allow the partners to easily post and access forms, processes, performance tracking, etc.
  2. **Coordinate quarterly meetings.** The Service Provider shall schedule and coordinate quarterly meetings with all designated partners and CareerSource Pinellas. These meetings are intended to
    - a. discuss and deliberate as a whole with no standing subcommittees.

- b. find ways to reach agreement and stay focused on common goals in spite of differing philosophy, focus, mission, and perceptions, which may sometimes come into conflict with one another.
  - c. develop a common language among the designated one-stop partners and CareerSource Pinellas, as it is recognized that each has its own terminology, jargon, and acronyms.
  - d. create strong feedback loops within the partners and CareerSource Pinellas so successes and issues are brought to light immediately and celebrated or resolved
  - e. discuss how to improve and maintain an effective and successful one-stop delivery system.
  - f. Identify any misunderstandings, unreasonable expectations, myths, previous problems, current conflicts or other issues to be reported to the CareerSource Pinellas CEO.
  - g. discuss ways to ensure performance is tracked in accordance with the goals established by the USDOL, the State of Florida and the CareerSource Pinellas Board of Directors through submission to the CareerSource Pinellas CEO.
  - h. discuss opportunities as a group for performance improvement and collect data from each partner on challenges/roadblocks, successes and outcomes achieved.
3. **Memoranda of Understanding.** The Service Provider shall assist CareerSource Pinellas in the identification of appropriate clauses for all Memorandum of Understanding with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers. The Service Provider will establish a MOU database to easily track organizational involvement and expiration dates of the MOU. Monthly MOU reports will be generated and provided to CareerSource Pinellas. The database will be shared and accessible to CareerSource Center management staff.
4. **Universal Design.** The Service Provider shall assist CareerSource Pinellas to facilitate and encourage designated One-Stop partners to use the principles of universal design in their operations to ensure customer access. Universal design is defined as a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. CareerSource Pinellas promotes accessibility for all job seekers to our career centers and program services, and is fully compliant with accessibility requirements for individuals with disabilities within our centers. This includes, but is not limited to, ensuring assistive technology and materials are in place.
5. **Barriers to Employment.** The Service Provider shall assist CareerSource Pinellas with identifying practices that encourage the designated One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment, training, and education services.

6. **Strategic Plan.** The Service Provider shall assist CareerSource Pinellas in creating a strategic plan to integrate the intake, case management, and reporting of the One-Stop partners.
7. **Customer Satisfaction Initiatives.** The Service Provider shall manage, track and oversee CareerSource Pinellas' Customer Satisfaction initiatives through Survey Monkey. Utilizing CareerSource Pinellas' current job seeker survey initiatives, which include: Customer Service/Resource Room, Employability Skills and WTP Lab, the Service Provider will track weekly performance data by category and center. Monthly Customer Satisfaction Reports will be generated that identify overall levels of success summary details and comprehensive reports as well. Reports will be provided on an agreed upon schedule. Customer comments will be tracked to identify positive, negative and neutral comments. The Service Provider will be responsible for reviewing customer comments, identifying trend data and making continuous improvement recommendations to the CareerSource Pinellas management team.
8. **Internal Monitoring.** The Service Provider shall assist CareerSource Pinellas by conducting internal programmatic monitoring twice annually, at the cost of \$7,500. Utilizing the DEO Monitoring Tool, updated annually, the Service Provider will conduct internal monitoring for the following programs: Wagner-Peyser, job seeker, RESEA and employer, WIOA Adult and Dislocated Worker, Youth, Trade Adjustment Assistance (TAA), National Dislocated Worker (NWDG), CareerSource Florida (CSF) Grants, Welfare Transition Program (WTP), and SNAP Employment and Training Program, with the sample size as defined by CareerSource Pinellas.

**Timeline.** The Service Provider shall provide CareerSource Pinellas with a timeline for the initial term of One-Stop Operator activities and for each annual extension within 30 days of start for each respective term or any subsequent amendment. Prior approval will be sought and obtained where amendment is sufficient in scope or content.

9. **Customer Service Training.** The Service Provider shall conduct Customer Service training for CareerSource Pinellas staff in order to provide staff with the skills and tips to effectively deliver a high level of quality customer service. This customer service training will consist of two (2) types of customer service training, designed to ensure that all CareerSource Pinellas staff provide a high level of service to every customer, regardless of program or funding stream.
  - a. Extreme Customer Service Training will consist of an online course, study guide and final test. This training would be administered to staff on an annual basis.
  - b. Live Customer Service Training will be delivered to a small group of management staff and would encompass the concepts of concierge customer service and provide managers with tools and skills to continue to reinforce the training learned in the Extreme Customer Service online course.

# EXHIBIT B: SUBAWARD DATA

(i)	Subrecipient Name	Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions
(ii)	Subrecipient Unique Entity Identifier:	05-083-4357
(iii)	Contact Information for Subrecipient Authorizing Official:	Paul G. Dunn CEO Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions
(iv)	Funding source	Indirect cost
(v)	Subaward Period of Performance Start Date:	November 1, 2018
	Subaward Period of Performance End Date:	June 30, 2019 with option to renew
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$34,166.64 for the initial contract term
(vii)	Federal Award Project Description:	One-Stop Operator Services
(viii)	Name of Pass-Through Entity:	WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas
(ix)	Contact Information for Pass-Through Entity Authorizing Official:	Jennifer Brackney CEO 13805 58 <sup>th</sup> St. N., Suite 2-140 Clearwater, FL 33760

# EXHIBIT C: Reporting Requirements

Report Type	Report Description	Reporting Frequency
Linkage Maintenance	Partner list containing up-to-date contact information, description of services, referral preferences, one-stop role and responsibilities	Quarterly minimum
Customer Satisfaction	Tracking of job seeker survey initiatives including Customer Service, Resource Room, Employability Skills and WTP Lab using Survey Monkey.	Weekly tracking, monthly reporting
Internal Monitoring	Internal monitoring of Wagner-Peyser, job seeker, RESEA and employer, WIOA Adult and Dislocated Worker, Youth, Trade Adjustment Assistance (TAA), National Dislocated Worker (NDWG), CareerSource Florida (SCF) Grants, Welfare Transition Program (WTP) and SNAP Employment and Training program.	Bi-annually



## **ATTACHMENT E.1**

**Local Workforce Development Board – Region 14**

**Board Member Roster**



## Local Workforce Development Board – Region 14

### Board of Directors Roster – March 2020

First Name	Last Name	Organization	E-MAIL
Vivian	Amadeo	Don Cesar Hotel	<a href="mailto:Vamadeo@doncesar.com">Vamadeo@doncesar.com</a>
William	Apple	Precision Building & Mechanical LLC	<a href="mailto:billa@precision-bm.com">billa@precision-bm.com</a>
Jody	Armstrong	Disability Achievement Center	<a href="mailto:iodva@disabilityachievementcenter.org">iodva@disabilityachievementcenter.org</a>
Manmohan	Bhuller	CI Group	<a href="mailto:mbhuller@the-cigroup.com">mbhuller@the-cigroup.com</a>
Candida	Duff	H&T Global Circuits	<a href="mailto:candy.duff@htgpcb.com">candy.duff@htgpcb.com</a>
James	England	England Brothers Construction	<a href="mailto:jengland16@me.com">jengland16@me.com</a>
Celeste	Fernandez	Dept. of Children and Families	<a href="mailto:celeste.fernandez@myflfamilies.com">celeste.fernandez@myflfamilies.com</a>
David	Fetkenher	Crown Automotive Group	<a href="mailto:dfetkenher@crowncars.com">dfetkenher@crowncars.com</a>
Jack	Geller	Harper, Kynes, Geller, Greenleaf, P.A.	<a href="mailto:jgeller@harperkynes.com">jgeller@harperkynes.com</a>
Patricia	Gerard	Pinellas County BOCC	<a href="mailto:pgerard@pinellascountv.org">pgerard@pinellascountv.org</a>
Barclay	Harless	Bank of the Ozarks	<a href="mailto:Barclay.harless@ozk.com">Barclay.harless@ozk.com</a>
Andrea	Henning	St. Petersburg College	<a href="mailto:Henning.Andrea@spcollege.edu">Henning.Andrea@spcollege.edu</a>
John	Howell	Div. of Vocational Rehabilitation	<a href="mailto:john.howell@vr.fl DOE.org">john.howell@vr.fl DOE.org</a>
Mark	Hunt	Pinellas County Schools	<a href="mailto:huntwi@pcsb.org">huntwi@pcsb.org</a>
Michael	Jalazo	Pinellas Ex-Offender Re-Entry Coalition	<a href="mailto:mialazo@exoffender.org">mialazo@exoffender.org</a>
Carolyn	King	Pinellas Opportunity Council, Inc.	<a href="mailto:cking@poc-inc.org">cking@poc-inc.org</a>
Samuel	Kolapo	JobCorps	<a href="mailto:Kolapo.samuel.1@jobcorps.org">Kolapo.samuel.1@jobcorps.org</a>
Karla	Leavelle	Human Capital Advisors	<a href="mailto:Karla@HumanCapitalAdvisors.com">Karla@HumanCapitalAdvisors.com</a>

First Name	Last Name	Organization	E-MAIL
Russell	Leggette	Florida Pipe Trades	<a href="mailto:fptor2@uanet.org">fptor2@uanet.org</a>
Joanne	Lentino	Pinellas County School Board	<a href="mailto:lentinoj@pcsb.org">lentinoj@pcsb.org</a>
Michael	Logal	AppleOne Employment Services	<a href="mailto:Mlogal@appleone.com">Mlogal@appleone.com</a>
Kay	McKenzie	Check Before Hire, LLC	<a href="mailto:kmckenzie@checkbeforehire.com">kmckenzie@checkbeforehire.com</a>
Mike	Meidel	Pinellas County-Economic Development	<a href="mailto:mmeidel@pinellascountv.org">mmeidel@pinellascountv.org</a>
Debbie	Passerini	Goodwill-Suncoast	<a href="mailto:debbie.passerini@goodwill-suncoast.com">debbie.passerini@goodwill-suncoast.com</a>
Rebecca	Sarlo	Ultimate Medical Academy	<a href="mailto:rsarlo@ultimatemedical.edu">rsarlo@ultimatemedical.edu</a>
Sheryl	Sheppard	SS White Technologies, Inc.	<a href="mailto:sheryl@sswhite.net">sheryl@sswhite.net</a>
Amy	VanNess	FreightCenter, Inc.	<a href="mailto:avanness@freightcenter.com">avanness@freightcenter.com</a>
Scott	Wagman	HW Properties	<a href="mailto:scott@hwproperties.biz">scott@hwproperties.biz</a>
Zachary	White	Homeless Emergency Project, Inc	<a href="mailto:zacharyw@hepempowers.org">zacharyw@hepempowers.org</a>
Kenneth	Williams	Teamsters Local Union No. 79	<a href="mailto:79kwilliams@gmail.com">79kwilliams@gmail.com</a>
Glenn	Willocks	Tradewinds Island Resorts	<a href="mailto:gwillocks@twresort.com">gwillocks@twresort.com</a>



## **ATTACHMENT E.2**

**Local Workforce Development Board – Region 14**

**Meeting Minutes Related to Approval of the  
Local Workforce Development Plan**

**CareerSource Pinellas  
Board of Directors Minutes**

Date: Wednesday, March 18, 2020 at 11:45 A.M.  
Location: EpiCenter-13805 58<sup>th</sup> Street N., Clearwater, FL.

**Call to Order**

Chairwoman Leavelle called the meeting to order at 11:45 a.m. and welcomed all participants. There was a quorum present with the following board members.

**Board Members in attendance**

Vivian Amadeo, William Apple (phone), Manny Bhuller (phone), Candida Duff (phone), David Fetkenher (phone), Jack Geller (phone), Commissioner Patricia Gerard (phone), Barclay Harless (phone), Andrea Henning (phone), Mark Hunt (phone), Michael Jalazo (phone), Carolyn King (phone), Karla Leavelle, Russell Leggette (phone), Kay McKenzie (phone), Michael Logal, Michael Meidel, Dr. Rebecca Sarlo, Amy Van Ness (phone), Zachary White (phone), Kenneth Williams (phone).

**Board Members Absent**

Jody Armstrong, James England, Celeste Fernandez, John Howell, Samuel Kolapo, Joanne Lentino, Debbie Passerini, Sheryl Sheppard, Scott Wagman, Glenn Willocks.

**Board Counsel**

Stephanie Marchman

**Guest**

Michael Ramsey

**Staff in attendance**

Jennifer Brackney, Don Shepherd (phone), Steven Meier, Michelle Moeller (phone), Nancy Schultz, Mary Jo Schmick (phone), René Davisson (phone), Cindy Hockridge and Carlows Ellis.

**Welcome & Introductions**

Chairwoman Leavelle welcomed all the participating members.

**Action Item 1 – Approval of the Minutes – 1.15.20 Board of Directors**

The minutes of the January 15, 2020 Board of Directors meeting were presented for approval.

Motion: Pat Gerard
Second: Mark Hunt

*The minutes were approved as presented. This motion carried unanimously. There was no further discussion.*

**Action Item 15 – Extension of Designation as a Direct Provider of Services**

CareerSource Florida's Administrative Policy (CSF Admin Policy 83) regarding Direct Provider of Workforce Services requires a formal extension request every three years. The new request is to extend the designation effective July 1, 2020 through June 30, 2023.

Upon approval of the Board of Directors, the request for Extension of Designation as Direct Provider of Workforce Services will be forwarded to the Pinellas Board of County Commissioners for approval at the April 7, 2020 meeting.

**RECOMMENDATION:**

Approval of the WorkNet Pinellas Inc., d/b/a/ CareerSource Pinellas, Region 14's Extension of Designation as a Direct Provider of Workforce Services, effective July 1, 2020 through June 30, 2023.

Motion: Pat Gerard
Second: Jack Geller

*The Board of Directors approved the WorkNet Pinellas Inc., dba CareerSource Pinellas, Region 14's Extension of Designation as a Direct Provider of Workforce Services, effective July 1, 2020 through June 30, 2023. The motion carried unanimously.*

**Action Item 16 – 2020-2024 Local Workforce Development Plan**

The *Workforce Innovation and Opportunity Act* (WIOA) requires each Local Workforce Development Board (LWDB) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan to the State. The plan will be effective July 1, 2020 through June 30, 2024.

The law emphasizes the importance of collaboration and transparency in the development and submission of the Plan. As such, this document was developed through an inclusive approach to gather system stakeholders' feedback, including partners, providers, participants, and local businesses.

Solicitations for public comment have been promulgated via multiple venues, including notices on CareerSource Pinellas' website and Tampa Bay Times for the required 30 day period. To date, no public comments have been received.

The Plan includes:

- Local Workforce Services Plan
  - Introductory Overview
  - Florida's Vision for Implementing the Workforce Innovation and Opportunity Act
  - Organizational Structure
  - Analysis of Need and Available Resources
  - Local Workforce Development Area Vision and Strategic Goals
  - Coordination of Services
  - Description of the Local One-Stop System
  - Description of Program Services

Upon approval by the Board of Directors, the Plan will be forwarded to the Pinellas Board of County Commissioners for approval during the April 7, 2020 meeting.

**RECOMMENDATION:**

Approval of the 2020 – 2024 Local Workforce Development Plan.

Motion: Pat Gerard
Second: Mark Hunt

*The Board of Directors approved the 2020-2024 Local Workforce Development Plan. The motion carried unanimously.*



## ATTACHMENT F.1

### Local Workforce Development Board – Region 14

### Copy of Public Posting of Plan on CareerSource Pinellas Website





[illegible]



## **ATTACHMENT F.3**

### **Local Workforce Development Board – Region 14**

#### **Public Comments Offered during the 30-day Posting Period of the Local Workforce Development Plan Draft.**

No public comments were offered.



## ATTACHMENT G

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## **ATTACHMENT H**

**Local Workforce Development Board – Region 14**

**Interlocal Agreement between CareerSource  
Pinellas and Pinellas County**

**AGREEMENT**  
**between**  
**PINELLAS COUNTY, FLORIDA**  
**and**  
**WORKNET PINELLAS, INC. DBA CareerSource Pinellas**

This Agreement is made and entered into on the 12<sup>TH</sup> day of MARCH 2019 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida (County), by and through its Board of County Commissioners and WorkNet Pinellas, Inc., a Florida nonprofit corporation, in its capacity as the workforce board created and existing under Chapter 445, Florida Statutes, (CSPIN).

**WITNESSETH:**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113128 (WIOA), authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area; and

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

WHEREAS, Pinellas County, Florida has been designated by the Governor of the State of Florida as a Local Workforce Development Area and the Pinellas County Board of County Commissioners is designated as the Chief Elected Official (CEO) by the WIOA; and

WHEREAS, the WIOA and Workforce Innovation Act require the chief local elected officials of each designated Local Workforce Development Area to establish a workforce development board and to appoint its members; and

WHEREAS, CSPIN has requested and received certification as the Local Area Workforce Development Board by CareerSource Florida, Inc., the State of Florida Workforce Development Board; and

WHEREAS, the County and CSPIN entered into an Interlocal Agreement dated June 18, 2004, defining their respective duties and responsibilities, which agreement was subsequently amended (Existing Agreement); and

WHEREAS, the County and CSPIN desire to revise the terms of the Existing Agreement to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within this Local Workforce Development Area, as provided herein.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose

The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the WIOA, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193), Workforce Innovation Act (State Statute 445), applicable federal, state and local regulations including OMB circulars and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Four Year Plan

Pursuant to the WIOA and in accordance with the requirements established by the Governor of the State of Florida, CSPIN shall develop the Four Year Plan and other plans, as required, and shall present said plans to the County for review and approval in a timely manner. Upon approval and execution of the plans by the County when required by the Acts, acting through the County Commission, the plans will be submitted to the proper funding authorities by CSPIN.

3. Duties and Responsibilities of CSPIN

The County hereby designates CSPIN as the local subgrant recipient and local fiscal agent for all WIOA and workforce development programs operating within this Local Workforce Development Area ("Program"). In that capacity, CSPIN shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. CSPIN shall employ personnel to carry out the effective and efficient operation of the Program and to provide necessary technical assistance to CSPIN, acting in partnership with the County as provided herein, including establishing an Ad Hoc



Chief Executive Official/Executive Director and Legal Counsel Selection Committee to screen and rank candidates, with the membership and specific duties to be determined in the bylaws:

B. CSPIN shall organize and train such staff as necessary to conduct the functions and operations of CSPIN as provided herein;

C. CSPIN, through the actions of said personnel and as authorized, approved or directed by the CSPIN Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required approval by the County, submit them to the appropriate funding authorities for approval;
2. Prepare and submit for approval by the County, an annual budget for the proper allocation and expenditure of all funds allocated to CSPIN, and report all budget modifications to the County on a quarterly basis or as otherwise agreed to in writing by the County and CSPIN;
3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and all applicable Federal, State or Local Laws;
4. Execute contracts, subgrants and other agreements necessary to carry out the programs authorized by the Acts, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying and designating eligible providers of adult and dislocated worker core and training services, and maintaining a list of those providers with performance and cost information;
5. Reach agreement with the Governor on local performance measures;
6. Develop and implement policy and program procedures for program management, planning, operation, evaluation and other necessary functions;
7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida;

8. Establish and maintain such committees as determined by this Interlocal Agreement and/or any additional committees directed by the CSPIN Board of Directors;
9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;
10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts, State of Florida requirements, and approved CSPIN by-laws, procurement policies, finance and accounting policies and cash management policies;
11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, duplicated services, internal controls, career counseling, record maintenance and retention, economic development, equal access, compliance and accountability, and performance outcomes;
12. Enforce all agreements and take action against any subrecipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the Audit Committee and the CSPIN Board of Directors;
13. Coordinate workforce investment activities with economic development strategies and develop employer linkages;
14. Promote private sector involvement in the statewide and local workforce investment system through effective brokering, connecting and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;
15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties, subject to approval by the County, as required by the Acts, Regulations or State Laws,;
16. Adopt and update corporate bylaws with input from and subject to approval by the County;

17. Comply with the Board of Directors nomination and appointment process established by the County;
18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs; and
19. Submit any and all documents requiring approval by, or agreement by, the CEO to the County in a timely manner but in no event less than 120 days prior to state or federal deadlines for submission, unless the County, through its County Administrator, has agreed in writing to a shorter review period.

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

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

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

G. CSPIN may serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services if deemed necessary by the CSPIN Board of Directors and approved by the CEO.

H. CSPIN shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents of the area.

I. CSPIN shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in Pinellas County,

J. CSPIN shall approve all plans as may be required under the Wagner Peyser (employment services) Act and any other Act or regulation for which CSPIN is responsible, as approved by the CEO.

K. CSPIN shall exert every reasonable and necessary effort to resolve disagreements between CSPIN and the County.

L. CSPIN shall comply with all the filing and other requirements mandated by applicable Florida not-for-profit corporation statutes, and applicable IRS and Department of Labor regulations and filings.

M. CSPIN shall accurately and timely complete and submit all assurances and certifications as required by the funding sources.

N. CSPIN shall provide all information and reports to the County required herein or as otherwise agreed to in writing by CSPIN and the County.

#### 4. Duties and Responsibilities of the County

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

A. Appoint and reappoint members to the CSPIN Board of Directors in a timely manner so as to maintain the minimum number of members required by CSPIN by-laws and as provided in the WIOA.

B. Consult from time to time on a continuing basis with CSPIN as either party requests.

C. Exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CSPIN.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CSPIN's approved plans, and as defined in the WIOA.

E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA, Wagner Peyser Act and any other Act or regulation for which CSPIN is responsible.

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

G. Ensure, in accordance with the plans and any other agreements with CSPIN, that adequate administration and management is provided for all funds and programs handled by CSPIN including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between CSPIN and the County.

I. Appoint a County Commissioner to serve as a member and Vice-Chair of the CSPIN Board of Directors.

5. Board of County Commissioners Strategic Goals

The Pinellas County Board of County Commissioners has adopted within the Strategic Plan, economic objectives for the betterment of County residents. CSPIN supports the County's achievement of these goals as published by the County.

6. Financial Responsibility for the Program

As provided in the WIOA, the Board of County Commissioners of the County, as the Chief Elected Official, is not relieved of the liability for the misuse of grant funds by the designation of CSPIN as subgrantee and fiscal agent as provided herein, as authorized by the WIOA, and CSPIN agrees to the following, in order to provide assurances to and protection for the Chief Elected Official as to sound fiscal management of the Program in compliance with the Acts:

A. Indemnification. Unless determined to be contrary to applicable law, CSPIN shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County, its officials and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from CSPIN, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of CSPIN, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

B. Insurance and Bond Requirements. CSPIN shall provide and comply with the insurance and bond requirements attached hereto and incorporated by reference herein as Exhibit A.

C. Audit Committee. An Audit Committee shall be established consisting of representatives of CSPIN and Pinellas County. The Audit Committee shall be responsible for: (i) making recommendations to the Board of Directors on the selection of an independent auditor, including terms of engagement and compensation; (ii) overseeing the annual financial audit of any and all programs operated by CSPIN in compliance with the applicable OMB circulars, including approving annual audit plans; (iii) reviewing the annual financial audit and recommending responses thereto to the Board of Directors. The audit firm shall be selected by the CSPIN Board of Directors and may only be terminated prior to the natural expiration of such audit firm's contract with CSPIN by the CSPIN Board of Directors or Executive Committee. The Audit Committee shall also be responsible for (i) arranging and procuring performance audits and/or compliance audits as defined in Florida Statutes to be conducted by an independent firm or the Division of Inspector General, Pinellas County Clerk of the Circuit Court and Controller, as determined by the Audit Committee; (ii) monitoring activities, programs and expenditures under the WIOA and such other programs of CSPIN as determined by the Audit Committee; and (iii) completing such other interim or annual reviews and reports, whether conducted by an audit firm, entities expert in evaluation and/or monitoring of programs of CSPIN, or County staff, and reporting findings and making recommendations on corrective actions to the Board of Directors, as determined by the Audit Committee. The Audit Committee shall consist of the County Commissioner serving as Vice-Chair on the CSPIN Board, two members appointed by the Board of County Commissioners, CSPIN's Chair, and CSPIN's Treasurer. No staff member of either the County or CSPIN shall serve on the Audit Committee, but may serve as staff to the Committee. CSPIN's Finance Director shall serve as primary staff to the Audit Committee. CSPIN shall be solely responsible for all costs, fees or expenses incurred in conducting any audits, reviews or monitoring required by the Audit Committee.

D. Disallowed Cost Liability. CSPIN shall immediately notify the County of any notices, claims, actions or other communications asserting any claim or demand for disallowed costs from any federal, state or other agency or authority. CSPIN agrees to the County's participation in any proceeding, negotiation, or litigation to the extent the County deems necessary to protect its interests. In the event CSPIN is found responsible for any disallowed costs, through whatever means, CSPIN and the County will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSPIN will have first responsibility for repayment, through its insurance, bonds, grant or nongrant funds as allowed by the Acts. If CSPIN's insurance, bonds, grant or nongrant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.



E. Withdrawal of Local Fiscal Agent, Administrative Entity, One-Stop Operator, or Direct Service Provider Approvals. During the term hereof, in the event that the County determines in its sole discretion that it is necessary to protect the interests of workforce programs within the local region or the County, after written notice to CSPIN, the County may withdraw its approval of CSPIN to act as the local fiscal agent, administrative entity, one-stop operator, and/or direct service provider(s) for workforce programs in the local region. The written notice shall specify the date the withdrawal of approval becomes effective. The County and CSPIN shall cooperate in securing alternative parties to perform these functions in accordance with applicable federal and state law and regulations. Withdrawal of an approval pursuant to this provision shall not constitute an Event of Default as defined in Sec. 7 of this Agreement.

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

## 7. Term and Termination

A. Term. The term of this Agreement shall commence on the Effective Date or the filing of this Agreement as provided in paragraph 12 herein, whichever occurs last, and continue through June 30, 2019, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending on June 30, unless either party provides written notice of its intent not to renew on or before March 1 of any extension period.

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

### C. Termination on Default.

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

- (a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided however, that no such default shall constitute an Event of Default unless and until the nondefaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has not cured the default(s), as determined by the nondefaulting party, within thirty (30) days from the date of such notice;
- (b) The written admission by CSPIN that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CSPIN to the appointment by a court of a receiver or trustee or the making by CSPIN of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSPIN's property or business, or the dissolution or revocation of CSPIN's corporate charter.

2. Upon the occurrence of an Event of Default, the nondefaulting party shall have the right to immediately terminate this Agreement upon written notice to the party in default.

D. Fiscal Nonfunding. In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify CSPIN of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

#### 8. Notice

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

For CSPIN:  
Chief Executive Officer/  
Executive Director

For the County:  
County Administrator

13805 58<sup>th</sup> Street N., Suite 2-140  
Clearwater, FL 33762

315 Court Street, 6<sup>th</sup> Floor  
Clearwater, FL 33756

9. Merger

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes any and all oral agreements and/or negotiations between the parties relating to the subject matter thereof. All items referred to in this Agreement are incorporated or attached and deemed to be a part of this Agreement.

10. Modification

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

11. Resolution of Disagreements

A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairman of CSPIN and the County Administrator shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation to be held within Pinellas County, Florida. The dispute will be mediated by a mediator chosen jointly by CSPIN and County within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, and CSPIN and County will share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure.

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

12. Independence of Terms

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

13. Filing of Agreement

This Agreement shall be filed with the Pinellas County Clerk of the Circuit Court and Comptroller as required by Sec. 163.01(11) Florida Statutes.

14. Termination of Original Interlocal

This Agreement from the date of final execution supersedes all prior agreements between the parties and said prior agreements, including the Existing Agreement between the parties are hereby terminated, except that such termination shall not be interpreted to excuse any liabilities which may accrue to CSPIN or its insurers for responsibilities to the CEO which arose during the term of the Existing Agreement.

WORKNET PINELLAS, INC.  
DBA CareerSource Pinellas

PINELLAS COUNTY, a political  
subdivision of the State of Florida, by  
and through its Board of County  
Commissioners

By: [Signature]  
Chair - Elva

By: [Signature]  
Chair

ATTEST:  
KEN BURKE

By: [Signature]  
Deputy Clerk



## **ATTACHMENT I**

**Local Workforce Development Board – Region 14**

**CareerSource Pinellas By-Laws**

# **BY-LAWS**

The provisions of this document constitute the By-Laws of WorkNet Pinellas, Inc., a Florida not-for-profit corporation, which shall be utilized to govern the management and operation of WorkNet Pinellas, Inc. for all purposes.

## **ARTICLE I – NAME, SERVICE AREA, AND OFFICE LOCATION**

### **SECTION I – Name**

The name of the organization shall be WorkNet Pinellas, Inc. doing business as and hereinafter referred to as CareerSource Pinellas (or “CSPIN”).

### **SECTION 2 – Service Area**

CareerSource Pinellas, serving as the Local Area Workforce Development Board by CareerSource Florida, Inc., the State of Florida Workforce Development Board, shall primarily serve the employers and residents of Pinellas County, Florida.

### **SECTION 3 – Office Location**

The official office location and mailing address shall be as determined by the Board of Directors of CareerSource Pinellas.

## **ARTICLE II – PURPOSE AND USE OF FUNDS**

### **SECTION I – Purpose**

The purposes for which CareerSource Pinellas is formed, and its business goals and objectives are as follows:

- A. To deliver customer-focused, value-added workforce solutions designed to meet the specific needs of customers, both employers and job seekers alike.
- B. To act as a fiscal agent and administrative entity as defined by the Federal Workforce Innovation and Opportunity Act (WIOA), authorized by the State of Florida, the U.S. Department of Labor, and as approved by the Pinellas County Board of County Commissioners serving as the Chief Elected Official
- C. To enhance the provision of workforce development services; increase the involvement of the business community, including small and minority businesses, in workforce development activities; to increase private sector employment opportunities; and to ensure the economic health of the



- community.
- D. To place special emphasis on service to welfare recipients, economically disadvantaged adults and youth, dislocated workers, and individuals and employers needing workforce development services as identified in the CareerSource Pinellas strategic plan.

## **SECTION 2 – Use of Funds**

CareerSource Pinellas shall direct the receipt and expenditure of funds in accordance with the approved local plans and budget, and all applicable Federal, State or Local Laws. This shall be done in ways that will most effectively satisfy the labor demand needs of the residents and business community to enhance the economic well-being of the area.

## **ARTICLE III - BOARD MEMBERSHIP**

### **SECTION 1 – Governing Body**

CareerSource Pinellas shall be governed by a Board of Directors, to be appointed as provided herein.

### **SECTION 2 – Authority and Responsibilities of the Board**

All corporate powers shall be exercised by or under the authority of the Board of Directors, and the business and affairs of Career Source Pinellas will be managed under the Board's direction.

The Directors general functions shall include:

- A. Establishing policies for the governance, administration and operation of CareerSource Pinellas;
- B. Exercising and fulfilling the specific powers and responsibilities as required under applicable law;
- C. Discharging their duties in good faith, with the care an ordinary prudent person in a like position would exercise in similar circumstances;

The specific authorities and responsibilities of the Board shall include all authorities and responsibilities delegated to it by applicable federal, state and local laws, regulations, policies and mandates, and shall include:

- A. Adopting, amending or repealing the Articles;
- B. Electing and removing officers of CareerSource Pinellas;
- C. Ensuring accountable management of real and personal property of CareerSource Pinellas, including approval of the acquisition, conveyance, mortgaging, or encumbering property, and approval of

- material contracts on behalf of Career Source Pinellas;
- D. Establishing policies, including monetary or other limits, within which administration and staff of CareerSource Pinellas may function independently;
- E. Approving rules and regulations for the administration of CareerSource Pinellas personnel, including approval of pay/compensation plans and employee benefits;
- F. Developing, ratifying and submitting or amending the local workforce plan pursuant to Public Law No. 113-128 WIOA and the provisions of Florida Statute 445.007, subject to the approval of the Pinellas County Board of County Commissioners;
- G. Coordinating agreements with the Pinellas County Board of County Commissioners that are necessary to designate the fiscal agent and administrative entity;
- H. Oversight of programs;
- I. Oversight of administrative costs;
- J. Oversight of performance outcomes;
- K. Identifying and selecting providers of training services, intensive services, youth providers and One-Stop Operators as necessary and applicable;
- L. Developing a budget, subject to the approval of the Pinellas County Board of County Commissioners, for purposes of carrying out the duties of the Board under applicable state and federal law;
- M. Oversight of the budget;
- N. Negotiating and reaching agreement on local performance measures;
- O. Coordinating the workforce investment activities with economic development strategies and developing other employer linkages with such activities; and
- P. Developing the Regional Targeted Occupations List.
- Q. Selecting, hiring and terminating, subject to the approval of the Pinellas County Board of County Commissioners, the Chief Executive Official who shall report directly to the CSPIN Board; and
- R. Selecting and hiring or contracting for, or terminating, the provision of legal services to be provided to, and for, WorkNet Pinellas, Inc. subject to the approval of the Pinellas County Board of County Commissioners. The selected provider of legal services shall report directly to the CSPIN Board of Directors. The performance of legal services shall be reviewed not less than every calendar year, and any legal services agreement shall be terminable at will and may not have a term beyond twenty-four (24) months. Nothing herein shall prevent legal services contract renewals beyond such twenty-four (24) month term, provided that the Board of Directors shall be required to affirmatively vote to renew such agreement not less than every two years, and only after a review by the Ad Hoc Chief Executive Official/Executive Director and Legal Counsel Selection Committee as provided in Article VI, Section 12 of these bylaws.

Nothing herein shall be construed to prevent the Pinellas County Board of County Commissioners from removing the CSPIN Executive Director or legal services provider.

Removal of the CSPIN Executive Director or legal services provider is a power reserved to the Pinellas County Board of County Commissioners as the Chief Elected Official.

### **SECTION 3 – Authority of Individual Board Members**

Board members have authority over the affairs of CareerSource Pinellas only when acting as a Board of Directors legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board member, except when such statement or action is taken when carrying out specific instructions by the Board of Directors of CareerSource Pinellas.

### **SECTION 4 - Categories of Board Membership**

All the members of the Board of Directors of CareerSource Pinellas shall be appointed by the Pinellas County Board of County Commissioners in accordance with Federal and State legislation, regulations and policies, and consistent with such policies and/or procedures as may be established by the Board of County Commissioners. Such appointments shall include:

- A. The Chairman of the Pinellas County Board of County Commissioners or his/her designee from the Board of County Commissioners, shall fill one of the mandatory seats on the Board as appropriate and as established by Federal and State legislation, regulations and/or policies.
- B. A local elected official which must be either a municipal officer, School Board Member, or an additional County Commissioner, appointed by the Board of County Commissioners shall fill a seat on the Board.

### **SECTION 5 – Appointment of Board Members**

- A. Members of the CareerSource Pinellas Board of Directors shall be appointed by the Pinellas County Board of County Commissioners subject to the provisions of WIOA and its regulations, and pursuant to the Florida Workforce Innovation Act and policies established by the Governor for the State of Florida. The maximum number of Board members and the categories of membership shall conform to Federal and State legislation, regulations and policies (but no more than \_\_33\_\_ Directors shall be appointed to serve on the Board).
- B. The CareerSource Pinellas Board may make recommendations regarding nominations to the Pinellas County Board of County Commissioners. Such nominations shall be in accordance with the nomination process set forth in the governing statutes and the policies established by the Pinellas County Board of County Commissioners. Appointments to the Board shall be at the discretion of the Pinellas County Board of County Commissioners.
- C. Members of the Board shall serve at the pleasure of the Pinellas County

Board of County Commissioners. The Pinellas County Board of County Commissioners shall have the authority to remove a Director from the Board when it determines that the best interests of the workforce program will be served.

## **ARTICLE IV – BOARD OF DIRECTORS**

### **SECTION I – Terms of Membership**

- A. Members of the Board shall serve for fixed and staggered terms of two years with the exceptions described within these By-Laws.
- B. In accordance with the federal law and Florida State law, whenever a mandatory seat on the Board must be filled by an individual occupying a specific position in an organization, agency or institution, their term of office shall not expire except and unless the federal or state statute is amended to exclude the position.
- C. If a member resigns prior to the expiration date of his/her term in office, nominations for filling the vacancy shall be made to the Pinellas County Board of County Commissioners in the same manner as is described within these By-Laws. Upon appointment, the new member shall serve the unexpired term of the member whose vacancy he/she is filling.
- D. The Chairman of the Pinellas County Board of County Commissioners, or his or her designee, and the local elected official are not subject to the Board membership term limitations specified herein.

### **SECTION 2 – Resignation**

A member may resign his or her membership on the CareerSource Pinellas Board at any time by submitting a resignation in writing to the Chair or Chief Executive Official/Executive Director. In the case of the resignation of the Chair, a resignation shall be submitted in writing to the Chair Elect or Chief Executive Official/Executive Director. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Chair.

After two consecutive absences, or three (3) absences in a fiscal year from regularly scheduled meetings of the CareerSource Pinellas Board without an excuse approved by the Chair the Chief Executive Official shall notify the offending director to determine whether that individual wishes to resign their seat on the Board and to notify them that any further unexcused absence in the fiscal year shall constitute grounds for removal of the Board member under Section 3D. The Chief Executive Official shall also notify the Board of County Commissioners of such occurrence.

For members of committees that are not defined persons identified to be members of such a committee by title or position, three (3) consecutive absences from regularly scheduled committee meetings of CareerSource Pinellas, without an excuse approved by the



committee chair, shall constitute a de facto resignation of the committee member from that committee. De facto resignation from a committee will not impact the individuals' membership on the Board or membership on other committees.

### **SECTION 3 – Revocation of Membership**

The Board of Directors may, by a two-thirds affirmative vote at a meeting where a quorum has been established, recommend revocation of membership to the Pinellas County Board of County Commissioners for the following reasons:

- A. Should a Board member cease to represent the category to which they were appointed to fill on the Board through change in status;
- B. Disability, illness or inability to perform their duties on the Board;
- C. Unethical or illegal practices or actions, or
- D. Failure to carry out duties, responsibilities, and functions of a Board member as defined in federal and state law, regulations, and these Bylaws.

### **SECTION 4 – Notification of Vacancies**

The Chair of the Board will notify the Board of County Commissioners when vacancies occur through written correspondence with the Commissioner assigned to serve on the board of directors, the Board of County Commissioners, and any other party designated in writing by the County, and will annually submit written notification of all vacancies at the beginning of each fiscal year.

## **ARTICLE V - BOARD OFFICERS**

The Officers of CareerSource Pinellas shall consist of a Chair, a Chair Elect, a Vice Chair, a Secretary and a Treasurer. The Chairman of the Pinellas County Board of County Commissioners, or his/her designee from the Board of County Commissioners, shall occupy the Vice Chair position.

### **SECTION 1- Election of Officers**

The Chair, Chair Elect, Treasurer, and Secretary of the CareerSource Pinellas Board shall be elected as follows:

- A. The slate of Officers shall be recommended to the CareerSource Pinellas Board of Directors by the Ad-Hoc Nominating Committee and selected based upon a majority vote of the quorum present at the annual meeting at which the slate is presented.
- B. The annual meeting at which the slate of Officers shall be elected shall take place in June or on a date as otherwise set by the Board, and the Officers shall take office in July.
- C. The CareerSource Pinellas Chair and Chair Elect shall be selected from among the representatives of the private sector Board members.

## SECTION 2 – Duties of Officers

- A. Duties of the Chair shall include:
- Presiding at all meetings of the CareerSource Pinellas Board of Directors;
  - Serving as chair of the Executive Committee;
  - Making all committee chair appointments;
  - Calling special meetings of the Board;
  - Establishing Ad-Hoc Committees as deemed necessary to conduct the business of the Board and make appointments thereto;
  - Serving as a member of the Audit Committee; and
  - Performing all duties incident to the office of Chair.
- B. Duties of the Chair Elect shall include:
- Presiding over meetings in the absence of the Chair;
  - Serving as a member of the Executive Committee; and
  - Performing all duties incident to the office of Chair in the absence of the Chair.
- C. Duties of the Treasurer shall include:
- Serving as a member of the Executive Committee;
  - Serving as a member of the Audit Committee;
  - Serving as Chair of the Finance Committee; and
  - Making a report on the financial status at each regular meeting of the Board.
- D. Duties of the Secretary shall include:
- Serving as a member of the Executive Committee;
  - Signing all bank resolutions; and
  - Reviewing all Board minutes prior to official adoption by the Board of Directors.
- E. Duties of the Vice Chair shall include:
- Presiding over meetings in the absence of the Chair and the Chair Elect;
  - Serving on the Audit Committee; and
  - Serving on the Executive Committee.



### **SECTION 3 – Terms of Office**

The term of office for the Chair, Chair Elect, Secretary and Treasurer of CareerSource Pinellas shall be for one (1) year, from July 1 through June 30.

CareerSource Pinellas Officers may serve two consecutive terms of one year each in the same office, if re-elected, provided that the time in office does not exceed the limits of their term of membership on the Board. After two consecutive terms, the Officer shall then step down from their position for a minimum of one year, although they may continue to serve as CareerSource Pinellas Board members, or in other offices.

The Vice Chair is not subject to the Officer term limits specified herein.

### **SECTION 4 – Vacancy in One of the Officer Positions**

If a vacancy in any office but the Chair occurs due to the illness, resignation, etc. of the Officer elected, a replacement shall be elected to serve the unexpired term of office at the next regularly scheduled Board meeting. If the office of Chair becomes vacant, the Chair Elect will assume the office of Chair.

## **ARTICLE VI – COMMITTEES**

### **SECTION 1 – Standing Committees**

The Standing Committees of CareerSource Pinellas shall be the Executive Committee, the One Stop Committee, the Workforce Solutions Committee, the Finance Committee, , and the Audit Committee. In addition, there may be such ad hoc committees as determined necessary by the Chair or as specified in these Bylaws.

Other than those committees required by law, CareerSource Pinellas may vote to expand or combine Committees as appropriate for the efficient operation of the business of CareerSource Pinellas.

### **SECTION 2 – Terms of the Executive Committee members and Committee Chairs**

CareerSource Pinellas Executive Committee Members and Committee Chairs may serve in those positions for two consecutive terms of one year each, if re-elected or re-appointed and shall then step down from their position for a minimum of a year, although they may continue to serve as CareerSource Pinellas Board members, or in other offices.

### **SECTION 3 – General Committee Membership**

- A. A committee member, with the exception of an Executive Committee member, may designate an alternate in writing who shall have the powers, including voting, of the committee member when that alternate attends committee meetings in lieu of the committee member. No other proxy voting is allowed.
- B. CareerSource Board members shall comprise a majority of each committee except as otherwise provided in these Bylaws.
- C. The Chair of any standing committee with the exception of the Executive Committee, at his/ her discretion, may appoint board and non-board members to serve on the committee except as otherwise provided in these Bylaws.
- D. Non-board committee members shall serve for a two-year term from their appointment date. Terms are renewable for additional two-year periods at the discretion of the committee chairperson or appointing authority.

#### **SECTION 4 – Executive Committee Membership, Duties and Responsibilities**

CareerSource Pinellas shall have an Executive Committee consisting of the Officers, the Chairs of the Standing Committees, Past Chair, and up to five at-large members appointed by the Chairperson.

The Executive Committee may meet; (i) only in months when the full Board of Directors does not meet and time is of the essence in taking any action; (ii) in emergency situations where the failure to act would result in irreparable harm to persons or workforce program continuity, and the full Board of Directors cannot be convened. The Executive Committee shall have and exercise the authority of the Board of Directors in the governance of the affairs of CareerSource Pinellas with the exception of (i) adopting, repealing, or amending the Articles, the Interlocal Agreement or these By-Laws; (ii) approval or modification of the annual budget; (iii) approval or amendment of the 4 year or other plans required by the WIOA; (iv) acquisition or conveyance of real estate; (v) pledging, mortgaging, or encumbering real property, or pledging or encumbering personal property other than in the ordinary course of business for expenditures included in the line item budget and/or pre-approved by the Board of Directors; (vi) staff pay or compensation plans; (vii) approval or amendment of the CSPIN administrative code/governing policies, including purchasing and financial policies; (viii) approval of the annual financial audit and responses thereto, as well as the early termination of the audit firm; (ix) hiring, disciplining, and discharging the Chief Executive Official/executive director and legal counsel.

Any items approved by the Executive Committee will appear as consent agenda items at the next meeting of the full Board of Directors. Such consent agenda items will be distributed to board members at least 72 hours prior to the Board meeting date and time.

Delegation of authority to the Executive Committee shall not relieve the Board of Directors or any individual Director of any responsibility imposed on it, or him or her, by the Bylaws or by any applicable law.

The Executive Committee shall also be responsible for planning, conducting and/or recommending Board Member development or in-service activities.

#### **SECTION 5 – One Stop Committee Membership, Duties and Responsibilities**

The One Stop Committee shall be chaired by a Board Member appointed by the Board Chair and shall consist of those members deemed appropriate and appointed to the committee by the One Stop Committee Chair. The One Stop Committee shall be responsible for advising the Board of Directors on matters related to the following committee areas of oversight:

- Providing assistance with planning, operational and other issues relating to the one-stop delivery system;
- Providing assistance with planning, operational, and other issues relating to the provision of services to youth;
- Providing assistance with planning, operational and other issues relating to the provision of services to individuals with disabilities;
- Reviewing the plans and services of other agencies and one-stop partners with the intent to improve coordination of services;
- Reviewing customer survey feedback to ensure customer input is made part of the plan of service;
- Reviewing the enrollment and training of individuals under the Workforce Investment Act;
- Reviewing the services delivered to welfare transition customers;
- Reviewing services and programs delivered to recognized target groups;
- Reviewing the operation and performance of any grants or other funding received;
- Reviewing periodic reports on performance in accordance with the committee's annual strategic plan; and
- Planning for future changes and improvements to the one-stop system.

#### **SECTION 6 – Workforce Solutions Committee Membership, Duties and Responsibilities**

The Workforce Solutions Committee shall be chaired by a Board member appointed by the Board Chair and shall consist of those members deemed appropriate and appointed to the Committee by the Workforce Solutions Committee Chair. The Workforce Solutions Committee shall be responsible for:

- Reviewing and recommending approval of the services and programs delivered to employers;
- Reviewing and recommending approval of training vendor applications and other actions pertaining to training vendors;
- Reviewing periodic training vendor performance reports;
- Reviewing the region's activities related to targeted industries;
- Creating and maintaining the regional targeted occupations list; and
- Reviewing and recommending approval of the Board's partnerships with economic development organizations and other business associations in accordance with the

committee's annual strategic plan.

## **SECTION 7 – Finance Committee Membership, Duties and Responsibilities**

The Finance Committee shall be chaired by the Treasurer, and shall consist of those members deemed appropriate and appointed to the Committee by the Treasurer. The Finance Committee shall be the Committee of the Board charged with oversight responsibilities regarding the fiscal affairs of the Agency. The Committee's responsibilities shall include, but are not limited to:

- Reviewing a draft of the annual budget and submitting the tentative annual budget, along with a recommendation, to the Board of Directors for action;
- Reviewing and recommending approval of all subsequent modifications to the budget;
- Reviewing the annual audit and accompanying management letters with agency responses and forwarding any recommendations to the Board of Directors;
- Providing financial oversight through review of financial monitoring reports and forwarding any recommendations to the Board of Directors;
- Reviewing the agency's periodic financial statements and report on the organizations financial status at each meeting of the of the Board of Directors and of the Executive Committee; and
- Serving on procurement review panels at the request of the Chief Executive Official/executive director and/or CFO/finance director.

## **SECTION 8 – Audit Committee Membership, Duties and Responsibilities**

The Audit Committee shall consist of the County Commissioner serving as the Vice-Chair on the CareerSource Pinellas Board of Directors, two members appointed by the Board of County Commissioners, the Chair of the CareerSource Pinellas Board of Directors, and the CareerSource Pinellas Treasurer. No staff member of either the County or CSPIN shall serve on the Audit Committee, but may serve as staff to the Committee. CSPIN's Finance Director shall serve as primary staff to the Audit Committee. The Audit Committee shall be responsible for:

- Making recommendations to the Board of Directors on the selection of an independent auditor, including terms of engagement and compensation;
- Overseeing the annual audit of any and all programs operated by CareerSource Pinellas in compliance with OMB Circular A-133, including approving annual audit plans;
- Reviewing the annual Financial audit and recommending responses to any adverse findings thereto to the Board of Directors;
- Authorizing and procuring Performance audits or Compliance audits as defined by Sec 11.45, Florida Statutes, to be performed by independent firms or the Division of Inspector General, Clerk of the Circuit Court and Controller, subject to ratification by the Board of Directors;
- Reviewing audits and reports on the monitoring of activities, operations and expenditures under the programs operated by CareerSource Pinellas and reporting



findings and making recommendations on corrective actions to the Board of Directors;

- Reviewing such other interim or annual reviews and reports, whether conducted by an audit firm, entities expert in evaluation and/or monitoring of CareerSource Pinellas programs or county staff as determined by the Audit Committee and reporting findings and making recommendations on corrective actions to the Board of Directors.

#### **SECTION 9 – Ad-Hoc Nominating Committee Duties and Responsibilities**

The Chair of CareerSource Pinellas shall appoint the Chair and members of the ad-hoc Nominating Committee from among the membership of the Board. The Vice Chair and Chair Elect shall serve as members of the Committee. The responsibilities of The Nominating Committee shall include:

- Meeting prior to the fourth quarterly or annual board meeting to select a slate of Officers to be presented to the CareerSource Pinellas Board at the annual meeting; and
- May advise the Chair Elect on appropriate candidates for Executive Committee membership and Committee chairs.

#### **SECTION 10 – Ad Hoc Compensation Committee Membership, Duties and Responsibilities**

The Compensation Committee shall be chaired by a Board member appointed by the Board Chair and shall consist of those members deemed appropriate and appointed to the Committee by the Compensation Committee Chair. The Compensation Committee shall, except as provided for by Section 12 below, be responsible for:

- Reviewing and evaluating employee performance review process
- Reviewing, evaluating and making recommendations to the Board of Directors relating to the approval of employee pay and compensation plans
- Reviewing and evaluating employee benefits programs and making recommendations to the Board of Directors relating to the approval of these programs
- Evaluating and approving training policies to ensure that employees meet the necessary requirements under the Workforce Investment and Opportunity Act
- Providing assistance with planning, operational and other issues relating to the provision of fair labor practices in the workplace
- Meeting at least annually and reporting findings and recommendations to the Board of Directors at the annual meeting.

#### **SECTION 11 - Ad Hoc Chief Executive Official/Executive Director and Legal Counsel Selection Committee Membership, Duties and Responsibilities**

The Ad Hoc Chief Executive Official/Executive Director and Legal Counsel Selection Committee shall be constituted, beginning in 2019 and not less than every calendar year,

or whenever there is a vacancy for the CareerSource Pinellas executive director or legal counsel positions. The Committee shall consist of five members, including the Board of County Commissioner's member serving as the Vice-Chair, the CareerSource Pinellas Chair, Pinellas County Economic Development Department Board Member, the local elected official member, and one member appointed by the Chair. The Chair shall designate the chair of the Committee. CSPIN and County staff may serve as staff to this Committee.

The Committee shall, subject to the final approval of the Board of Directors, be responsible for:

- Not less than once every calendar year, reviewing the performance and compensation of the executive director and the legal counsel;
- Not less than once every calendar year, reviewing, evaluating and/or establishing, and, if needed, updating or revising the executive director qualifications and job description;
- Not less than once every calendar year, reviewing, evaluating and/or establishing, and, if needed, updating or revising and the legal counsel qualifications and terms of engagement or employment;
- Establishing the recruitment process for the Chief Executive Official/Executive Director or legal counsel positions;
- Screening and ranking applications for the executive director position and proposals or applications for legal counsel for submittal to the Board of Directors for final approval and hiring.

## **ARTICLE VII - MEETINGS**

### **SECTION 1 – Notice, Minutes, etc.**

- A. Regular meetings of CareerSource Pinellas Board and Committees of the Board shall be held at a place to be determined by the members, at such times and as often as they may deem necessary.
- B. The Chief Executive Official/executive director or his/her designee shall send written notice of each Board and Committee meeting to the members at such times and as often as they may deem necessary.
- C. The public shall be informed of Board and Committee meetings through notice(s), which shall state the purpose of the meeting, the time and the place. Special meeting notices shall state the purpose of the meeting and whether it has been called by the Chair or by petition.
- D. All Board and Committee meetings shall be subject to the Sunshine and Open Meeting Laws of the State of Florida.
- E. The CareerSource Board may allow one or more members to participate in Board and Committee meetings by telephone or other types of communications technology in accordance with state law and provided that access be given to the public at such meetings through the use of such devices as a speaker telephone that would allow the absent member or members to participate in discussions to be heard by other board members



- and the public to hear discussions taking place during the meeting.
- F. Special meetings of members may be called at any time by the CareerSource Pinellas Chair or by a petition signed by not less than twenty-five percent (25%) of the membership of the CareerSource Pinellas Board, setting forth the reason for calling such a meeting.
- G. CareerSource Pinellas committees shall meet at the call of the Committee Chair, the Committee Vice Chair or the CareerSource Pinellas Board Chair.
- H. Minutes shall be kept of all Board and Committee meetings. Minutes shall be reviewed and approved at the next CareerSource Pinellas Board or Committee meeting as appropriate. The official minutes of meetings of the Board and Committees of the Board are public record and shall be open to inspection by the public. They shall be kept on file by the Board Secretary at the administrative office of CareerSource Pinellas as the record of the official actions of the Board of Directors.

## **SECTION 2 – Limitation on Participation**

Participation in Board meetings and Executive Committee meetings shall be limited to members of the Board, Committees and staff with the following exceptions:

- A. Regularly scheduled agenda items that call for reports or participation by non- members.
- B. A time shall be set on the agenda for the receipt of public comment.

## **SECTION 3 – Parliamentary Procedures**

When parliamentary procedures are not covered by these by-laws, Robert's Rules of Order, Revised, shall prevail.

# **ARTICLE VIII – QUORUM AND VOTING**

## **SECTION 1 – Quorum**

- A. A quorum of the Board shall consist of forty percent (40%) plus one of the Board membership.
- B. A quorum of the Executive Committee, the Finance Committee, and the Ad Hoc Executive Director and Legal Counsel Selection Committee shall consist of forty percent (40%) plus one of the Committee members.
- C. Except for the above Committees, the number of Committee Members present for a committee meeting shall constitute a quorum for the purpose of conducting the business of the Committee.
- D. Board members participating by telephone or other types of communications technology will be included as part of the quorum as a quorum does not have to be physically present to conduct business.

## **SECTION 2 – Voting and Related Party Contracts**

- A. Any action that may be taken by the CareerSource Pinellas Board of Directors or a committee of the Board shall be considered the act of the Board or Committee only if the action is taken by an affirmative vote of the majority of the members in attendance at a meeting where a quorum has been established.
- B. Each member of the CareerSource Pinellas Board of Directors shall have one (1) vote when present at a meeting of the Board, whether in person or by phone or other type of communication technology. Members may not vote by proxy.
- C. Voting privileges of non-board members selected to serve on a committee are limited to that committee.
- D. A member of the Board who is present, either in person or by other communication means, at a meeting of the Board or a committee of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his or her dissent is declared and entered in the minutes of the meeting.
- E. When an issue presents a possible conflict of interest to a member, said member shall disclose the conflict of interest and shall abstain from voting on said issue. A conflict of interest is any matter which has a direct bearing on services to be provided by that member or any organization which such member directly represents, or any matter which would financially benefit such member or any organization such member represents.
- F. Contracts awarded to members of the CareerSource Pinellas Board of Directors shall require a 2/3 affirmative vote of the quorum in attendance at the Board meeting.
- G. A Board member acting as presiding Officer at a meeting of the Board or a Committee of the Board held pursuant to these By-Laws shall be entitled to vote on the same basis as if not acting as the presiding Officer.
- H. Any item considered, voted on and approved by a committee of the CareerSource Pinellas Board of Directors, excluding approval of meeting minutes and adjournment of meeting, shall be brought forth to the Board of Directors for consideration at its next meeting.

## **SECTION 3 – Consent Agenda**

As soon as practicable following a meeting of the Executive Committee, minutes of the meeting shall be transmitted to Members of the Board of Directors. All actions of the Executive Committee are to be brought before the full board as a consent agenda at their next scheduled meeting. Consent agenda items are to be distributed to the full board at least 72 hours prior to the board meeting date and time.

## **ARTICLE IX - AMENDMENTS**

These By-laws may be amended or replaced by vote of the CareerSource Pinellas Board,

subject to approval by the Pinellas County Board of County Commissioners. Action by the CareerSource Pinellas board shall be by an affirmative vote of two-thirds of the membership of the CareerSource Pinellas Board, after notice, which shall specify or summarize the changes proposed to be made. Such notice shall be made no less than seven (7) business days prior to the meeting at which such amendment or repeal is acted upon.

#### **ARTICLE X - GENERAL PROVISIONS**

Nothing in these By-laws shall be construed to take precedence over federal, state or local laws or regulations, or to constrain the rights or obligations or the units of the local elected officials or governments party to the consortium agreement.

#### **ARTICLE XI - INDEMNIFICATION**

##### **SECTION I – Indemnification of Board Members**

CareerSource Pinellas, Inc. may indemnify any CareerSource Pinellas Board Director, Officer, or former CareerSource Pinellas Board Director or Officer in accordance with and as limited by Chapters 607 and 617 Florida Statutes.

##### **SECTION 2 – Indemnification Insurance**

CareerSource Pinellas and the Pinellas County Board of County Commissioners shall have the power to purchase and maintain insurance sufficient to meet this Article's indemnification provisions.

#### **ARTICLE XII - ENACTMENT PROVISION**

Pursuant to 20 C.F.R. 679.310(g), these by-laws shall become effective after approval by the Pinellas County Board of County Commissioners acting as the Chief Elected Official.

These amended By-Laws were adopted as of this July 23, 2019.