



**Executive Committee
College of Central Florida
Enterprise Center, Suite 206
Ocala, FL**

AGENDA

Wednesday, December 4, 2019 – 9:30 a.m.

<http://careersourceclm.adobeconnect.com/executive12-4-2019/>

Conference Call: 1-866-848-2216 – after prompt, enter code 5355193397#

Call to Order		R. Riley
Roll Call		C. Schnettler
Approval of Minutes, October 23, 2019	Pages 2 - 4	R. Riley

DISCUSSION ITEMS

State Update		R. Skinner
Workforce Issues that are Important to Our Community		R. Skinner
Committee Structure		R. Skinner
Board Member Vacancies	Page 5	R. Skinner
2020 State of the Workforce Conference	Pages 6 – 7	K. Woodring

ACTION ITEMS

Updated By-Laws	Pages 8 - 29	R. Skinner
Updated Local Elected Official Agreement	Pages 30 - 37	R. Skinner
Draft Agreement: IRAP SRE	Pages 38 - 40	R. Skinner
Annual Plan - Action Timeline	Pages 41 - 42	K. Woodring

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

ADJOURNMENT

2019 – 2020 MEETING SCHEDULE

Business and Economic Development	Performance/ Monitoring	Marketing/ Outreach	Career Center	Executive	Full Board	
All committee meetings are held at the CF Ocala Campus, Enterprise Center, Room 206						
Thursday, 9:00 am	Tuesday, 9:00 am	Wednesday, 9:00 am	Thursday, 9:30 am	Wednesday, 9:30 am	Wednesday, 11:30 am	
8/22/2019	8/6/2019	8/21/2019	8/1/2019	8/28/2019	9/18/2019	CF Chiefland
				10/23/2019		
11/7/2019	11/5/2019	11/13/2019	11/21/2019	12/4/2019	12/11/2019	CF Ocala
2/6/2020	2/4/2020	2/12/2020	2/20/2020	3/4/2020	3/11/2020	CF Lecanto
5/14/2020	5/5/2020	5/13/2020	5/7/2020	5/27/2020	6/3/2020	CF Ocala

OUR VISION STATEMENT

To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.



**CAREERSOURCE CITRUS LEVY MARION
Executive Committee**

MINUTES

DATE: October 23, 2019
PLACE: College Of Central Florida, Enterprise Center, Building 42, Ocala, FL
TIME: 9:30 a.m.

MEMBERS PRESENT

Albert Jones
Charles Harris
Fred Morgan
Kathy Judkins
Kimberly Baxley
Rachel Riley

MEMBERS ABSENT

Pete Beasley
Ted Knight

OTHER ATTENDEES

Kathleen Woodring, CSCLM
Rusty Skinner, CSCLM
Dale French, CSCLM

Cira Schnettler, CSCLM
Robert Stermer, Attorney

CALL TO ORDER

The meeting was called to order by Rachel Riley, Chair, at 9:30 a.m.

ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

APPROVAL OF MINUTES

Charles Harris made a motion to approve the minutes from the August 28 2019, meeting. Fred Morgan seconded the motion. Motion carried.

DISCUSSION ITEMS

State Update

Rusty Skinner informed the committee that it has been brought to our attention that the State is concerned over another region's structure.

Workforce Issues that are Important to Our Community

Kathy Judkins stated that her industry is potentially seeing a large percentage of her workforce retiring in the next five to ten years due to the average age of the workforce being fifty-five. Charles Harris inquired into whether a community needs assessment should be conducted to find out what are the needs in the business community. Rusty Skinner explained that community needs are filtered through our community

partnerships with a variety of associations, economic development and chamber partners. Rusty informed the board that the last Citrus Chamber luncheon featured keynote speaker Jamal Sowell, Florida Secretary of Commerce and President / CEO of Enterprise Florida. After the luncheon, a group of key individuals stayed to discuss community issues. Potentially, a focus group could be created to discuss industry issues.

M-CORES Task Force Membership Appointment

Rusty Skinner has been designated by Michelle Dennard, President and CEO of CareerSource Florida, to serve as the workforce representative on the M-CORES Northern Turnpike Connector Task Force. The Task Force is comprised of community partners that will discuss and make recommendations to FDOT regarding the impacts of the corridor.

Monitoring RFP

Dale French explained to the committee that the RFP was properly noticed and vetted to twenty companies. Only one company provided a proposal. The proposal received met our requirements and was thorough. The company is experienced in working with workforce boards. Dale French asked the committee if staff can proceed with the one company through sole source procedures or should the RFP be re-posted. The committee agreed to accept the one proposal. The action item will be brought before the next executive committee meeting.

ACTION ITEMS

Legislative Representation

Charles Harris made a motion approving the CEO to work with Bruce Ferguson to select a firm and to authorize the CEO to execute an agreement with CSNEFI or the selected firm to pay up to \$10,000 (from unrestricted funds) to gain representation services. Fred Morgan seconded the motion. Motion carried.

Rusty Skinner noted that the final amounts will be brought before the December board meeting for approval.

2019-20 Internal Control Questionnaire and Assessment

Fred Morgan made a motion to approve the ratification of the annual internal control questionnaire. Kathy Judkins seconded. Motion carried.

Banking RFP

Kathy Judkins made a motion to approve CenterState Bank as the new banking vendor and approved allowing staff to begin the process of moving banking services from Community Bank and Trust to CenterState Bank. Kim Baxley seconded the motion. Motion carried.

Uniform Allowances

Kim Baxley made a motion to approve the increase of uniform allowances. Charles Harris seconded the motion. Motion carried.

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

None

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:15 a.m.

APPROVED:

BOARD MEMBERSHIP TERMS

	CITRUS COUNTY	NAME	APPOINTED	LENGTH	TERM EXPIRES
1	CBO/ Barriers	Theresa Flick	6/28/2016	4	2020
2	CBO/Barriers-Vet	Ted Knight	6/28/2016	3	2023
3	Economic Development	Bruce Register	7/1/2018	1	2020
4	Education-School District	Debra Stanley	3/1/2017	4	2023
5	Private Sector	Rachel Riley	6/28/2016	4	2020
6	Private Sector	Vacant		3	2022
7	Private Sector-Business Support Services	William Burda	5/1/2017	4	2021
8	Private Sector-IT	Mike Melfi	6/28/2016	4	2023
9	Private Sector-Real Estate	Kevin Cunningham	6/28/2016	5	2021
10	Private Sector-Retail	Al Jones	5/10/2017	4	2023
	LEVY COUNTY	NAME	APPOINTED		TERM EXPIRES
1	Economic Devopment	David Pieklik	7/1/2018	1	2020
2	Labor	Nelson Mathis, Jr	6/28/2016	4	2020
3	Private Sector	Vacant		4	2023
4	Private Sector	Vacant		3	2022
5	Private Sector	Vacant		2	2020
6	Private Sector	Vacant		2	2021
7	Private Sector-Utilities	Kim Baxley	1/25/2018	3	2021
8	Youth Serving Organization	Carol Jones	3/1/2017	4	2023
	MARION COUNTY	NAME	APPOINTED		TERM EXPIRES
1	Adult Education	Mark Vianello	3/1/2017	3	2022
2	Apprenticeship	Vacant		3	2022
3	CBO/ Barriers	Charles Harris	1/25/2018	3	2021
4	Higher Education-Private	Pete Beasley	6/28/2016	4	2020
5	Labor	Fred Morgan	6/28/2016	5	2021
6	Private Sector	Brandon Whiteman	2/25/2019	3	2022
7	Private Sector	Vacant		4	2023
8	Private Sector-Manufacturing	Pat Reddish	6/28/2016	3	2022
9	Private Sector-Manufacturing	Jeff Chang	2/25/2019	4	2023
10	Private Sector-Retail	Darlene Goddard	6/28/2016	5	2021
11	Private Sector-Utilities	Kathy Judkins	6/28/2016	5	2021
12	Trans/ Public Housing	Judy Houlios	6/28/2016	3	2022
	AREA	NAME	APPOINTED		TERM EXPIRES
1	Higher Education- Public	Mark Paugh	6/28/2016	5	2021
2	Voc Rehab	Angie White/John Cook	5/1/2017	4	2023
3	Youth Serving Organization	Jorge Martinez	6/28/2016	3	2022



STATE OF THE WORKFORCE CONFERENCE

THURSDAY, APRIL 23, 2019

<ul style="list-style-type: none"> • Theme / Focus <ul style="list-style-type: none"> ○ Focusing on Your 21st Century Workforce • Time <ul style="list-style-type: none"> ○ Start Time: 7:30 am End Time: 1:00 pm • Venue <ul style="list-style-type: none"> ○ On Top of the World <ul style="list-style-type: none"> ▪ Circle Square Commons • Food and Beverage <ul style="list-style-type: none"> ○ The Mojo Grill and Catering • Target Audience – Potential Attendance Numbers <ul style="list-style-type: none"> ○ Attendance Goal: 200 • Funding Sources - Budget – Sponsors <ul style="list-style-type: none"> ○ Registration fee - \$25 ○ Various sponsorship levels <ul style="list-style-type: none"> ▪ \$2000 – Presenting ▪ \$1000 – Key Note ▪ \$500 - Breakfast ▪ \$750 - Awards/Luncheon ▪ \$300 – Table • Promotions/Invites/Save the Dates <ul style="list-style-type: none"> ○ Save the Date in development ○ Website page/Online registrations 	<ul style="list-style-type: none"> • General Program Outline – Potential Speakers <ul style="list-style-type: none"> ○ Networking, Registration, Breakfast ○ Greeting <ul style="list-style-type: none"> ▪ Speaker ▪ Sponsor Presentations ○ State of the Workforce Address <ul style="list-style-type: none"> ▪ Speaker: ○ Key Note Speakers <ul style="list-style-type: none"> ▪ Speaker 1: Matt Havens ▪ Speaker 2: ○ Lunch ○ Awards <ul style="list-style-type: none"> ▪ Bridging the Gap Awards ○ Closing
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MATTHEW HAVENS

Engaging. Hilarious. Unique. Impactful. Matt Havens has dedicated his career to helping others gain a greater appreciation for “Why?” and specifically, how the answer relates to the meaningful connections we create.

At 25, Matt was helping C-suite executives at a Fortune 50 company transform their business to better capitalize on the “Millennial” opportunities present in the marketplace and in their workforce. The success of those efforts led to speaking engagements all over the country and subsequently catapulted Matt up the corporate ladder, working in areas as diverse as marketing, sales and employee engagement. It was during this time Matt cultivated his love for the stage and gained an appreciation for how people make meaningful connections in an increasingly modernized world.

Matt brings the same drive and passion he cultivated in corporate America to audiences who want to learn something new while laughing at the same time. You’ll soon learn why Matt’s clients frequently call him the funniest and most informative speaker they have ever heard.



RECORD OF ACTION/APPROVAL

Executive Committee December 4, 2019

TOPIC/ISSUE:

Amendment to the By-Laws

BACKGROUND:

WIOA places new requirements on the relationship between the Board and the Local Elected Officials (LEO). These requirements are required in the Board's By-Laws. In addition, it requires that the LEO approve the By-Laws

The changes reflect these requirements:

- Nomination process used by the LEO to select board members and chair
- Term limitations (included in LEO /Board agreement) to ensure staggered terms
- Process to notify the LEO of vacancies
- Use of proxies
- Use of technology to conduct meetings
- Process to ensure that the Board actively participate in convening stakeholders and brokering relationships
- Any other conditions governing appointments or membership(none listed)

POINTS OF CONSIDERATION:

Highlighted changes are added/language adjusted to comply with the above. Need Board action to present to the Consortium

STAFF RECOMMENDATIONS:

Staff recommends consideration by the Board

COMMITTEE ACTION:

BOARD ACTION:

**BY-LAWS OF THE CITRUS LEVY MARION REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. (CLMRWDB)**

A FLORIDA CORPORATION, NOT FOR PROFIT

THESE BY-LAWS ARE AMENDED AS APPROVED ON
(DATE) —12/11/2019

ARTICLE I: NAME, OFFICE AUTHORITY, AND RESPONSIBILITIES:

Section A: The name of the Corporation shall be the Citrus Levy Marion Regional Workforce Development Board, Inc. hereinafter referred to as “the CLMRWDB”.

Section B: The Principal office of the CLMRWDB shall be located at 3003 SW College Rd, Suite 205, Ocala, FL 34474. The CLMRWDB may have such other offices as the Board of Directors may designate or as the business of the CLMRWDB may require from time to time.

Section C: The registered office of the CLMRWDB, required by Florida Corporation Laws to be maintained in the State of Florida may be, but need not be, identical with principal offices in the State of Florida. The registered office of the CLMRWDB shall be in care of Robert A. Stermer, 7480 SW Highway 200, Ocala, FL 34476. The address of the registered office may be changed from time to time by the CLMRWDB.

Section D: The CLMRWDB exists as a result of the passage of the Workforce Innovation and Opportunity Act, Public Law 113-128, the Interlocal Agreement establishing the Citrus Levy Marion Workforce Development Consortium (“Consortium”), -the Memorandum of Agreement between itself and the Consortium, and the Articles of Incorporation of the CLMRWDB. As such, CLMRWDB has been determined to be a Special District of the State of Florida, a unit of state government, and has all the rights granted by such status including, but not limited to, sovereign immunity.

Section E: The CLMRWDB shall have those duties and responsibilities provided for by the WIOA, other related laws of the United States, Florida Statutes (F.S.) Chapter 445, and other applicable laws, rules and policies of the State of Florida, its Articles of Incorporation and any agreements or contracts it may enter into with any third party and such other duties as are consistent with its non-profit status and with the provision of job training, job placement and benefit services to the citizens of Citrus, Levy and Marion Counties, Florida and its status as a unit of state government.

Section F: The CLMRWDB shall actively participate in the development of policies and programs for planning and implementing the activities of the Workforce Development Plan for Workforce Area Ten (Area 10).

Section G: The CLMRWDB shall maintain with the Consortium that relationship specified in the Memorandum of Agreement (“Memorandum”) between the two bodies.

ARTICLE II: COMPOSITION OF MEMBERSHIP; LENGTH OF SERVICE; ATTENDANCE ON THE CLMRWDB:

Section A: The CLMRWDB shall be comprised of not more than thirty-three (33) members who are appointed as set forth in the Agreement to Establish the CLMRWDB. A member may represent more than one federally-mandated membership category. The number of the members on the CLMRWDB shall be ~~initially~~ determined by the Consortium. CLMRWDB membership shall be maintained pursuant to the Memorandum provisions. Replacement of members who resign voluntarily, who are asked to resign or are removed because of unsatisfactory attendance records or other justifiable reason(s) will be in accordance with the Memorandum and any procedures required by the State of Florida or the United States Government.

Section B: It shall be the policy of the CLMRWDB that three (3) absences annually from regularly scheduled CLMRWDB Board or Committee meetings shall constitute just cause for recommendation for removal. A recommendation for removal shall only be made after review by the Executive Committee of the circumstances surrounding the absences. The following procedures shall be followed: The Executive Committee shall meet, discuss the circumstances, and make their determination to remove or not remove the member(s). In the event removal is recommended, the Executive Committee shall make a recommendation for removal of the member(s) to the CLMRWDB at its next meeting. A majority vote of those CLMRWDB members present shall be required for removal. Upon removal, the Consortium will be notified and seek nominations to replace that member.

Section C: The Consortium will be notified of member attendance annually and any members with three (3) unexcused absences or other justifiable reasons for removal and of ~~the subsequent any~~ action taken by the CLMRWDB. The Consortium may, at its discretion, remove any member. It shall immediately seek nominations for a replacement.

Section D: Any member who no longer meets the criteria under which appointed to the CLMRWDB shall notify the Executive Committee in writing within 30 days of that status change, i.e., a private sector representative no longer owns his/her own business, retires from that business, or is no longer an officer, chief executive or chief operating officer of the business concerns under which he/she was appointed to the board. The Executive Committee will review all status changes and make a recommendation to the CLMRWDB. The CLMRWDB shall recommend to the Consortium that any member whose status has changed so as to affect the member's eligibility for continued membership be replaced on the CLMRWDB.

Section E: Board Member Nominations and Selection Process:

Board membership requirements, are detailed in both WIOA and in Florida

Statutes, Section 445

For private sector business representation, nominations must be made by general purpose business organizations. These include chambers of commerce, economic development agencies and business groups such as the Mid-Florida Regional Manufacturers Association (MRMA). Those nominations are provided to the Local Elected official (LEO) for consideration and selection.

Public sector membership will generally be “agency based” and therefore requests for nominees are directed to the agency head for either self - nomination or a designee. These nominations will be submitted to the Consortium for selection.

Recruitment:

Private sector membership is “balanced” by county whenever possible. Letters will be sent to key business organizations in each county soliciting nominations. CLMRWDB members from the county where a vacancy will occur/has occurred will be asked to contact business leaders in their county (in targeted membership sector), explain our Board’s duties as a follow to the letters.

Board member must be:

- Owners
- Key executives; or
- Top-level policy executives

Nomination Process:

- As part of the recruitment/nomination process:

- A nomination form will be completed by each nominee. The form will be transmitted to the CLMRWDB CEO or COO who will submit the form for nomination to the Consortium for consideration and selection.
- If the CLMRWDB board member is working with their county's EDC or a Chamber as part of the recruitment process, that organization should be asked to send an email to the CLMRWDB CEO nominating the prospective member.

Nominations of prospective members will be compiled by the CLM staff and prepared for consideration by the LEO Consortium at its next scheduled meeting. Nominations will be grouped by vacancy.

Appointment Process:

After selection/appointment by the LEO Consortium, staff will:

1. Advise the board members of the selection;
2. Prepare a letter of welcome to be signed by the Chair that will include:
 - a. Information of the next Board meeting, including an invitation to the New Member Reception that will be scheduled one hour prior to the meeting.
 - b. Information of electronic access to the Board – Member Orientation
 - c. Financial Disclosure Form 1 (including information on time-frame for filing and contacts for assistance, if needed;
 - d. Hard copy of a Board Member Handbook
 - i. Committee information for committee selection

New members will be asked to review the electronic Orientation prior to the New Member Reception so that any questions can be answered at that time or they can contact staff prior to the Reception if they desire.

ARTICLE III: OFFICERS AND THEIR DUTIES:

Section A: General:

The officers of the CLMRWDB shall be the Chair, Vice-Chair and Treasurer. The Vice-Chair and Treasurer shall be elected every two years. The Vice-Chair shall ascend to the office of Chair every two years and shall replace the outgoing Chair. The new Vice-Chair shall be elected from among the business and industry (private sector) representatives and shall rotate among the three counties' representatives every two years. The Treasurer shall be elected from the CLMRWDB public sector representatives. Treasurer shall not be eligible to ascend to the position of Chair because of the requirement that the Chair be a private sector representative. Officers shall serve two year terms.

The Executive Assistant to the Chief Executive Officer shall serve as the Secretary to the Board and have the responsibilities of maintaining minutes of the actions of the Board and other such duties that support the Board.

Removal of Officer(s):

Any officer of the Board may be removed with or without cause by an affirmative vote of a majority of the Board of Directors at a called meeting in which a quorum is present. A motion to remove an officer may be made by any board member.

Section B: Chair:

The Chair shall have the responsibility of presiding over CLMRWDB meetings, authority for appointing Committee membership and the Chair for each Committee subject to approval by the Executive Committee. The Chair shall serve as an ex-officio member of all Operational and Ad Hoc Committees, but will not be assigned to any Committee other than the

Executive Committee.

Section C: Vice-Chair:

The Vice-Chair shall preside over the CLMRWDB meetings in the absence of or at the request of the Chair. The Vice-Chair shall also serve as an ex-officio member of all Operational and Ad Hoc Committees, but will not be assigned to any Committee other than the Executive.

Section D: The Treasurer or designee shall receive and deposit all funds in the name of the CLMRWDB in a bank approved by the Board. All checks shall be signed by either the Chief Executive Officer or Chief Operating Officer. Current financial records shall be kept at all times and reports on the financial status of the CLMRWDB shall be submitted at all meetings of the Board and membership, with copies to be attached to original minutes. The Treasurer shall chair the Audit Committee of the Board.

ARTICLE IV: MEETINGS OF THE CLMRWDB:

Section A: Regular Meetings:

The CLMRWDB shall meet quarterly or as determined by the Executive Committee and/or the CLMRWDB from meeting to meeting. All members of the CLMRWDB shall be notified in writing of the date, time, and place of the meetings at least five (5) days in advance. An agenda will be transmitted whenever possible.

Section B: Called Meetings:

The Chair may convene the Board at times other than the regular meetings, provided the CLMRWDB members are notified in writing at least five (5) days in advance of the date, time, and place of the meeting. An agenda will be transmitted with this notification. If the Chair determines that an emergency situation necessitates that a special meeting be called,

the requirements for notice may be waived.

Section C: Quorum of Meetings:

A quorum for all meetings of the CLMRWDB shall be declared when one-third (1/3) of the voting members are present. Once a quorum is declared at any CLMRWDB meeting, the quorum is not lost until the meeting is adjourned.

Section D: Decision on Questions:

The decision on all questions with the exception of amendments to the By-Laws provided for under ARTICLE VIII, shall be determined by a majority vote of the members voting on the question.

Section E: Waiver of Notice:

Whenever, under the laws of the State of Florida, or provisions of these By-laws, a waiver in writing is signed by persons entitled to such notice, whether before or after the time stated therein, it shall be deemed equivalent to the giving of such notice.

Section F: Robert's Rules of Order:

In matters not covered by these By-laws, Robert's Rules of Order, Revised (latest edition), shall govern the procedure of the meetings of the CLMRWDB and its Committees.

Section G: Proxy Voting:

To ensure meaningful discussion and determinations, vote by proxy will not be accepted.

Section H: Use of Technology:

Understanding the business requirements of Board members, CLMRWDB may use any form of technology to conduct the business of its committees and board meetings. If used, the technology must be accessible to the public for attendance. The use of such technology should be included on all meeting notices when used.

Section I: Engagement of Stakeholders

CLMRWDB shall work to ensure engagement by the workforce system's stakeholders and employers by developing a list of Interested Parties. This list will include key business organizations and other groups, such as local SHRM organizations, and community groups that express an interest in workforce activities or services.

Notices of all meetings and agendas will be made available to those on the Interested Parties list. In addition, social media will be used to notify persons and organizations of the meetings of the Board and its committees.

At each meeting of the committees or Board a time for public comment and input will be placed on the agenda, and at the discretion of the Chair of the Board or committee, public input may be sought on any item coming before the body.

ARTICLE V: COMMITTEES OF THE CLMRWDB:

Section A: The CLMRWDB may establish such Operational Committees as are deemed necessary to perform the specific functions of the CLMRWDB. These Committees shall be advisory to the CLMRWDB, except that they may, with specific authorization, act on behalf of the CLMRWDB. The following will be the Committees of the CLMRWDB:

Executive Committee:

This Committee shall be comprised of the Chair, Vice-Chair and Treasurer of the CLMRWDB, the immediate past Chair of the CLMRWDB, and the Chairs of the, four Operational Committees, for a total of eight (8) members, at least two (2) members shall be selected from among the private sector representatives. This Committee shall be responsible for administrative matters of the CLMRWDB, shall serve as the CLMRWDB finance and personnel committee, and as such, shall handle all finance and personnel matters, if any; shall be responsible for all issues, duties and responsibilities dedicated to and by vote of the full CLMRWDB, shall be authorized to act on an emergency basis on behalf of the full CLMRWDB between CLMRWDB meetings, shall recommend and approve formal procurement actions, and shall serve as the grievance/protest committee for all procurement actions.

The following ad hoc committees shall report to the Executive Committee: Audit; Member Recruitment; and, Nominating.

Operational Committees:

CLMRWDB shall have committees aligned with its goals, objectives and management needs. These include: Marketing Outreach and Community Relations; Career Center Services; Performance and Monitoring; and Business and Economic Development

Marketing Outreach and Community Relations:

The Marketing Outreach and Community Relations Committee shall plan and oversee the staff and Board efforts to improve the community awareness of Workforce; establish partnerships with community organizations that have missions similar to or supportive of the goals of the Board; inform the business community and the larger resident community of the region on the services and benefits available through the local workforce system; and, approve the staff marketing and outreach plan to

business and applicant customers. It shall oversee the recruitment and orientation of new board members and strengthen board member engagement.

Career Center:

The Career Center Committee shall provide oversight and input regarding the services offered to both business and applicant customers; the development of partnerships to improve the efficiency and effectiveness of services and otherwise review and plan the partnerships, staffing and services offered through the local one stop system.

Performance and Monitoring:

The Performance and Monitoring Committee is charged with reviewing the performance of our one stop system and contractors against established goals. Additionally, it is charged with receiving and reviewing all internal monitoring, programmatic and fiscal as well as similar monitoring performed by the State. The Committee is also charged with establishing performance goals for the system and reviewing performance comparisons with other workforce boards based upon state performance reports and metrics.

Business and Economic Development:

The Business and Economic Development Committee is charged with aligning the resources of Workforce Connection with the economic development efforts of the three counties. It is also charged with reviewing staff and economic development coordination and collaborative efforts at business outreach and development. The Committee will serve to plan and coordinate the development of career paths, training and other services to support the needs of the business sectors targeted by the Board. It is responsible for the review and approval of demand occupations within the workforce area and, where feasible, coordinate

with other workforce areas to develop regional strategies to serve these targeted sectors and provide coordinated workforce services.

Section B: The Chair of the CLMRWDB shall have authority to appoint members of the CLMRWDB to serve on all Operational Committees subject to the approval of the Executive Committee. Membership on all Operational Committees shall be for one year. Members of the CLMRWDB who are also employees of public sector organizations may delegate other employees of the public sector organization to attend Committee meetings and cast advisory votes. The preceding sentence shall not apply to meetings of the Executive Committee.

In accordance with the above, representatives from key partners not appointed to CLMRWDB will be asked to serve on committees. These partners include, but are not limited to the following: School boards, economic development; private and public higher educational partners; trade associations, social and customer-focused agencies and, organized labor.

The Chair may appoint such other members to the Operational Committees as is necessary to gain broad industry input into the deliberations of the committees. Such members shall be ex-officio and have voting privileges.

Section C: Ad Hoc Committees:

Ad Hoc Committees may be established by the Chair autonomously to deal with matters of particular or immediate concern. Ad Hoc Committees shall be composed of members of the CLMRWDB with their number and representation determined by the Chair subject to approval by the Executive Committee. An Ad Hoc Committee shall be advisory to the CLMRWDB and shall terminate upon satisfactory completion of the task for which it was originally appointed. Non-CLMRWDB members may

serve as voting members of Ad-hoc Committees.

Section D: Special Committees:

Nominating Committee:

The Committee shall be composed of members of the CLMRWDB, appointed by the Chair with appropriate representation from each County of the Area 10. The Committee will meet every other year by the end of May, so that the Committee shall have sufficient time to bring forth a slate of nominees for Vice-Chair and ~~T~~Treasurer to be considered at the June meeting of the CLMRWDB. Should any Officer not be able to complete the officer's term of office, the most recently appointed Nominating Committee shall be convened to draw up a slate of nominees for filling the vacancy or vacancies except in the case of a vacancy in the Chair in which case the Vice-Chair shall ascend to the office of Chair. Nominations to fill such other vacancies shall be presented to the CLMRWDB for election as soon as possible following the occurrence of the vacancy or vacancies. Those officers selected by CLMRWDB, shall be recommended for selection by the Consortium

Audit:

The Audit Committee shall be chaired by the Treasurer and assume responsibility for recommending the selection of the Board's audit firm; and reviewing each annual audit prior to presentation to the Board.

Section E: Quorum:

A quorum for all Committee meetings of the CLMRWDB shall be declared when one-third (1/3) of the members are present. Once a quorum is declared at any CLMRWDB meeting, the quorum is not lost until the meeting is adjourned.

Section F: Chair for Operational Committees and Ad Hoc Committees:

The Chair of the CLMRWDB shall appoint the Chair for Operational Committees and Youth Council and of any Ad Hoc Committees subject to the approval of the Executive Committee.

Section G: Appointment of Committee Vice-Chairs:

The Chair for any Operational Committees or of an Ad Hoc Committee may appoint the Committee Vice-Chair from among the other members of the Committee.

Section H: Replacement of Committee Members:

The Chair of the CLMRWDB may replace any Committee member, after consultation with the committee member, and after considering the recommendations of the Chair of the Committee and subject to the approval of the Executive Committee.

ARTICLE VI: RIGHTS OF MEMBERS TO MOTION, SECOND AND VOTE:

Section A: All members of the CLMRWDB, including Committee Vice-Chairs presiding over Committee meetings, shall have the right to make and second motions, discuss and vote on any matter, notwithstanding the provisions of ARTICLE VIII, that is in order for CLMRWDB or Committee consideration, excepting that the CLMRWDB Chair when presiding over meetings of the CLMRWDB, shall only have the rights of discussion and of voting to break a tie vote of the CLMRWDB.

ARTICLE VII: CONFLICT OF INTEREST:

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

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

- a. The business with the CLMRWDB is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods and services within the Workforce Area 10 service delivery area;
- b. The business is awarded under a system of sealed competitive bidding to the lowest or best bidder;
- c. The CLMRWDB member, the member’s spouse or child, has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
- d. The CLMRWDB member, the member’s spouse or child, has in no way used or attempted to use their influence to persuade the CLMRWDB or any personnel thereof to enter into such a contract other than by the mere submission of the bid; and
- e. The CLMRWDB member, prior to or at the time of the submission of the bid, has filed Contractor Disclosure Form and Conflict of Interest Forms disclosing the member’s interest, or the interest of the member’s spouse or child, and the nature of the intended business; and
- f. If CLMRWDB enters into a contract with an organization or individual represented on the Board of Directors, the contract must be approved by a 2/3 vote of the quorum of the Board, with the benefiting member abstaining from the vote (Florida Statutes 445.007(1)).
- g. If any other exemption created under Section 112.313(12) Florida

Statutes or any other applicable Florida or United States statutes applies.

ARTICLE VIII: AMENDMENTS:

Section A: These By-laws may be amended or repealed by a two-thirds (2/3) vote of the CLMRWDB members voting on the question provided notice of the Amendment or request for repeal has been transmitted to members at least five (5) days in advance of the meeting in which the vote is to be taken.

ARTICLE IX: EXEMPT ACTIVITIES:

Section A: Notwithstanding any other provisions of these By-laws, no Member, Director, Officer, Employee or Representative of this Corporation shall take any action or carry on any activities by or on behalf of the Corporation, not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or may hereafter be amended or by an organization, contributions to which are deductible under Section 170(c)(2) of such code and regulations as they now exist or as they may hereafter be amended.

ARTICLE X: INDEMNIFICATION BY CORPORATION:

Section A: Every Person who is or shall be or shall have been a Member or an Officer of the CLMRWDB and that person's Personal Representative shall be indemnified by the CLMRWDB against all costs and expenses reasonably incurred by or imposed upon that person in connection with or resulting from any actions, suit, or proceeding to which that person may be made a party by reason of being or having been a Member or Officer of the CLMRWDB, or of any subsidiary or affiliate thereof, except in relation to such matters as to which that person shall finally be adjudicated in such action, suit or proceeding to

have acted in bad faith and to have been liable by a reason of willfulness of conduct in the performance of his duty as such Member or Officer. "Costs and Expenses" shall include, but without limiting the generality thereof, attorney's fees, damages and reasonable amounts paid in settlement.

ARTICLE XI: CODE OF CONDUCT AND ETHICS:

- A. CLMRWDB's Officers, Members, Employees or Agents shall not solicit gratuities nor accept favors or anything of monetary value in excess of \$25.00 from each other or from vendors, contractors or potential vendors or contractors. Violations of this standard will result in disciplinary action being taken. Appropriate disciplinary action will be determined by an Ad Hoc Committee of the CLMRWDB whose members will be free from any conflict of interest related to the party or parties involved.
- B. Except as allowed by applicable law, any Contractor or CLMRWDB Officer, Member, Employee or Agent who develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurement. Further, except as allowed by applicable law, Persons, Organizations, and Employees in any way associated with such Officer, Member, Employee or Agent shall be excluded from competing for such procurement when a conflict of interest situation would be created by such competition.
- C. Except as allowed by applicable law no CLMRWDB Officer, Member, Employee or Agent shall participate in the selection, award, or administration of a contract where, to the best of the person's knowledge, the person or the person's immediate family, partners or organizations in which the person or the person's immediate family has a financial interest, or with whom the person is negotiating has any arrangement concerning prospective employment.
- D. No CLMRWDB Officer or Member shall discuss or vote on any proposal which is

in competition with a proposal submitted by any party with whom the Officer or Member, or the Officer or Member's immediate family, has business, organizational or family ties.

- E. Arm's length relationships shall be maintained between contractors and CLMRWDB Officers, Members, Employees and Agents in the award and administration of contracts.
- F. Meetings of the CLMRWDB, its Committees, and between members, shall comply with the Florida Government in the Sunshine Act, Florida Statutes, Section 286.011.
- G. CLMRWDB Officers, Members and Employees shall complete a Disclosure of Potential Conflicts and Certification/Code of Conduct/Ethics Form (ADM-2) annually by July 1st, and a copy should be returned to CLMRWDB Administrative Office to be kept on file for the CLMRWDB.
- H. CLMRWDB Officers and Members shall complete a Financial Disclosure (Form 1) annually by July 1st, and should be filed with the Supervisor of Elections of the county in which they permanently reside.
- I. Upon discovery of an actual or potential conflict of interest, a CLMRWDB Officer, Member, Employee or Agent shall promptly file a written statement of disqualification and shall withdraw from any further participation in the transaction involved. The Officer, Member, Employee or Agent may, at the same time, apply to CLMRWDB's Legal Counsel for an advisory opinion as to what further participation, if any, the Officer, Member, Employee or Agent may have in the transaction.

a. No ~~e~~Eemployee shall:

- i. Accept any direct or indirect financial benefit from any source other than the CLMRWDB as a result of the performance of official duties.

- ii. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
- iii. Accept any position or engage in any business which will require disclosure of information that could provide a competitive advantage to one party over another in procurement matters.
- iv. Improperly disclose information acquired in the performance of official duties that could result in personal gain or provide a party a competitive advantage over another party in procurement matters.
- v. Use or attempt to use official position to secure unwarranted privileges or exemptions personally or on behalf of others or give the appearance of such action.
- vi. By conduct, give reasonable basis for the impression that any person or organization can improperly influence the performance of official duties.
- vii. Pursue a course of conduct which will raise suspicion among citizens that acts engaged in are in violation of public trust.
- viii. Pursue a course of conduct which will give rise to a violation of conflict of interest standards.
- ix. Take part in any prohibited political activities.
- x. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
- xi. Promote or oppose unionization in the discharge of official duties.
- xii. Participate in any effort to violate any other applicable Federal,

| -State or Local Law or Regulation.

Violations of any provision of this Code may be cause for immediate dismissal or other disciplinary actions provided for under the CLMRWDB's Personnel Rules and Policies.

ARTICLE XII: NONDISCRIMINATION:

Section A: All actions taken by the CLMRWDB shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, other prohibited bases under applicable law or handicap.

SIGNATURE PAGE

APPROVED:

CLMRWDB Chair

CLMRWDB Vice-Chair

ATTEST:

CLMRWDB Treasurer



RECORD OF ACTION/APPROVAL

Executive Committee December 4, 2019

TOPIC/ISSUE:

Renewal of Agreement with the LEO (Consortium)

BACKGROUND:

The current agreement between the Board and the Consortium expires June 30, 2020. The agreement has traditionally lasted for five (5) years. This renewal extends the current agreement through June 30, 2025.

The LEO agreement establishes the duties and responsibilities of the Consortium and the Board with respect to the operation and administration of local workforce programs and services.

POINTS OF CONSIDERATION:

The LEO agreement enables the Board to function in its current capacity. This must be included in our 2020 Annual Plan which is due March 16, 2020.

STAFF RECOMMENDATIONS:

Staff recommends approval

COMMITTEE ACTION:

BOARD ACTION:

MEMORANDUM OF AGREEMENT

BETWEEN

**THE CITRUS, LEVY, MARION REGIONAL WORKFORCE DEVELOPMENT
BOARD, INC.**

AND

**THE CITRUS, LEVY, MARION WORKFORCE
DEVELOPMENT CONSORTIUM**

THIS AGREEMENT is made and entered into between the Citrus, Levy, Marion Regional Workforce Development Board, Inc., hereinafter referred to as the **CLMRWDB**, and the Citrus, Levy, Marion Workforce Development Consortium, hereinafter referred to as the **CLMWDC**, for the purpose of establishing a Workforce Development Partnership, as authorized and provided for under Public Law 113-128, enacted by the Congress of the United States, which act is known as the "Workforce Innovation and Opportunity Act (herein after referred to WIOA), and Florida Statutes (F.S.) Chapter 445, and for the purpose of establishing an integrated management and control structure for the provision of job training, job placement and related benefits service.

WITNESSETH:

WHEREAS, the receipt and expenditure of WIOA funds authorized for certain Workforce Development Programs within local Workforce Development Areas (WDA) are dependent upon the establishment of a partnership between business and government; and

WHEREAS, the Governor on the part of the State of Florida has designated the counties of Citrus, Levy and Marion as a WDA; and

WHEREAS, the Counties of the WDA each represented by an Elected Official appointed by the governing board, have formed the **CLMWDC** through adoption of an Amended Interlocal Agreement pursuant to Florida Statutes, Chapter 163.01 to carry out these local governments' responsibilities within their collective and respective boundaries for the purpose of Workforce Development; and

WHEREAS, the **CLMRWDB**, representing business by its private sector majority, has been duly appointed by the **CLMWDC**; and

WHEREAS, the **CLMRWDB** is empowered and has the responsibility under the WIOA to provide policy guidance for, and exercise oversight with respect to, activities under a Plan for the WDA in partnership with the **CLMWDC**; and

WHEREAS, the WIOA requires the **CLMRWDB** and the **CLMWDC** to define the scope of their partnership by means of an Agreement; and

WHEREAS, the U.S. Department of Labor, has encouraged the development of a workforce development system governed by local workforce investment boards; and

WHEREAS, the purpose of these local boards is to develop local workforce development policies and strategies; to oversee the management and administration of those policies and strategies; and to develop an approach which consolidates the delivery of those workforce development strategies into a comprehensive, customer-centered system at the local level in concert with the chief elected officials of the local governments; develop broad regional plans that promote economic development through a trained workforce; and

WHEREAS, within the WDA comprised of Citrus, Levy and Marion Counties, there currently exists an effective, efficient and highly successful delivery system of federally and state-funded employment and training programs which are not customer-centered; and

WHEREAS, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those funded through the WIOA, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, Job Opportunity Basic Skills Program (JOBS), Welfare to Work (WTW), Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs and services;

NOW THEREFORE, be it resolved that this Agreement be made and entered into by the **CLMRWDB** and **CLMWDC** pursuant to WIOA, and that the parties mutually agree as follows:

- I. Authorities and Responsibilities Held Jointly by CLMRWDB and CLMWDC
 - A. It is the joint responsibility and responsibility of both parties to ensure effective service delivery to provide the most beneficial program services possible to the eligible residents of the WDA. It is further the shared

responsibility of all sectors of the community to participate in the provision of program services.

B. **CLMWDC** hereby designates CLMRWDB as the grant recipient and administrative entity for the WDA for the period July 1, 2020 through June 30, 2025.

C. **CLMRWDB** and **CLMWDC** shall jointly submit an approved local Workforce Development Plan to the Governor in accordance with the provisions of the WIOA and other applicable laws. CLMRWDB shall develop, in concert with other workforce investment boards within the workforce development region prescribed by the Governor, and present to the CLMWDC, a regional workforce development plan in accordance with Section 106 (c) of WIOA, to be approved and forwarded to the Governor.

D. **CLMRWDB** and **CLMWDC** shall decide the allocation of funds for the Workforce Development Plan's Budget.

E. **CLMRWDB** and **CLMWDC** shall jointly select and approve of the One Stop Operator.

F. Because the WIA indicates that a partnership exists that requires mutual agreement on certain matters, any disputes between the partners to this Agreement shall be resolved by a mutually satisfactory negotiation. It is understood that in accordance with the WIA, the failure to resolve any dispute to the mutual satisfaction of both parties regarding the WFR's make-up, submission of the Workforce Development Plan, designation of an administrative entity and grant recipient, or **CLMRWDB's** make-up shall result in the forwarding of the unresolved matter to the Governor of the State of Florida for resolution.

II. Authorities and Responsibilities of the CLMRWDB

CLMRWDB shall:

A. Develop, review and approve the Workforce Development Plan for the WDA and the Regional Plan (WIOA, 106 (c);

B. Provide policy guidance in the development of Workforce Development activities and for the provision of services;

C. Provide oversight of Workforce Development programs, activities

and services conducted under the Workforce Development Plan;

D. Solicit the input and participation of the local business community in the development and provision of program services to eligible residents of the WDA;

E. Develop By-Laws to determine its operation;

F. Have the authority to:

1. Develop and approve a budget for itself within the parameters established in the Workforce Development Plan's provisions and WIOA Budget contained therein;

2. Select and hire a staff; and, establish criteria for its chief executive to be approved by CLMWDC;

3. Develop and prepare five year local and regional Workforce Development Plans for approval by the **CLMRWDB** and by the **CLMWDC**;

4. Provide staff support to the **CLMWDC**;

5. Collect data necessary for management and evaluation and the preparation of required and desired reports;

6. Exercise oversight with respect to activities under the Workforce Development Plan;

8. Arrange for service delivery through non-financial agreements; and contracts.

9. Procure all goods, services and property, including the maintenance and inventorying thereof, necessary for its proper operation;

10. Procure annual audits of funds and resolve any questions arising therefrom and provide copies of same, as well as an audited financial statement, to the **CLMWDC** annually;

11. Develop and maintain procedures to hear and resolve grievances;

12. Perform such other duties as are necessary to fulfill its obligations and responsibilities under this Agreement and applicable Federal and State laws, rules, policies and plans;

13. Procure director's and officer's and other liability insurance on behalf of itself and the **CLMWDC** to the extent that such insurance is available, budgetarily feasible, and allowable as an expense;

14. Provide quarterly reports to the **CLMWDC**; and

15. Remove **CLMRWDB** members for cause per procedures established by the **CLMWDC**; and

III. Authorities and Responsibilities of the CLMWDC

The **CLMWDC** shall:

A. Review and approve the Workforce Development Plans for the WDA and Regional Programs;

B. Provide public policy guidance in the development of job training activities and provision of services under the Workforce Development Plan;

C. Establish the **CLMRWDB**, appoint members to the **CLMRWDB** if such authority is delegated to individual **CLMWDC** members by their respective county commissions (absent such delegation the power to appoint CLMRWDB members from any of the three counties shall reside in the respective County commissions and the power to appoint area representatives shall reside in the three county commissions or in their respective **CLMWDC** representatives authorized to appoint members, if any) and maintain the make-up of the **CLMRWDB** in compliance with the requirements of the WIOA, F. S., Chapter 445 and other applicable laws on a continuous basis, all in accordance with the agreement which created the **CLMRWDB**; and

D. Suggest such changes in the organization, composition and management of the **CLMRWDB** or shall be desirable to best meet the needs of the citizens of the counties within the WDA.

IV. Term of Agreement

This Agreement shall become effective July 1, 2020 and shall continue in effect until June 30, 2025. Thereafter, this Agreement may be renewed by a further

writing between the parties.

V. Merger

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein by reference, and are deemed to be part of this Agreement. This Agreement replaces all prior Agreements between the parties as to the subject matter hereof as of the effective date of this Agreement.

VI. Amendment

Either party to this Agreement may propose to amend or modify the terms of this Agreement consistent with applicable Federal and State laws, Federal Regulations and State requirements, by providing to the other party sixty (60) days written notice of any proposed amendments. Any and all modifications or amendments to this Agreement are subject to the approval of both the **CLMRWDB** and **CLMWDC**.

VII. Independence of Terms Under This Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2019, and hereby agree to be bound by the terms and provision set forth herein effective July 1, 2020.

**Citrus, Levy, Marion Regional Workforce
Development Board, Inc.**

BY: _____
Rachel Riley, Chair

Witnesses as to CLMRWDB

**Citrus, Levy Marion Workforce
Development Consortium**

BY: _____
Commissioner Jimmie T. Smith,
Consortium Chair

Witnesses to CLMWDC



RECORD OF ACTION/APPROVAL

Executive Committee December 4, 2019

TOPIC/ISSUE:

MOU for Standards Recognizing Entity- IRAP

BACKGROUND:

The draft federal regulations for Industry Recognized Apprenticeship Programs (IRAP), calls for an organization to perform "standards certification". They list several types of organizations that can partner to form an SRE.

The SRE functions to certify the skills/curriculum, manage the apprenticeship application and apprentice paperwork and convene the industry representatives to determine curriculum and related work activities. The IRAP regs envision more than one entity being an SRE.

POINTS OF CONSIDERATION:

The MOU proposes that CF and CLM form a business model that can function as the core of the SRE, with respective business/industry partners being added based upon the nature of the IRAP.

The CLM role is to provide case management services and other administrative functions related to the reporting requirements. This role is consistent with previous actions of the Board to allow staff to create an apprenticeship position.

STAFF RECOMMENDATIONS:

Staff recommends approval

COMMITTEE ACTION:

BOARD ACTION:

MEMORANDUM OF UNDERSTANDING
Between
Citrus Levy Marion Regional Workforce Development Board, Inc.
DBA CareerSource Citrus Levy Marion
And
The College of Central Florida

1. Purpose of the Memorandum of Understanding

Both the College of Central Florida (College) and CareerSource Citrus Levy Marion (CLM) are committed to working together to fulfill the needs of businesses in their need for a trained and talented workforce. This partnership is a key element in the delivery of training and employment services through a number of collaborations in Citrus, Levy and Marion Counties.

This memorandum of understanding seeks to add to that partnerships between the College and CLM through the collaboration of administration and support of Industry Recognized Apprenticeship Programs (IRAPs) by forming a Standards Recognizing Entity (SRE) as called for in the U.S. Department of Labor's (USDOL)rulemaking regarding IRAPs and SREs.

Under Subpart B, Section 29.20 (1) of the Federal Register, USDOL cites the types of entities that can become SREs as:

- i. Trade, industry, and employer groups or associations;
- ii. Educational Institutions, such as universities or community colleges;
- iii. State and local government agencies or entities;
- iv. Non-profit organizations;
- v. Unions
- vi. Joint Labor-management organizations; or,
- vii. A consortium or partnership of entities such as those above.

The College and CLM through this memorandum seek to form a consortium between them and to add the appropriate trade, industry and/or employer group(s) necessary to meet the Requirements and Responsibilities of Standards Recognizing Entities contained in Section 29.22. Such additional partners will be added based upon their relationship to the specific IRAP(s) being developed so as to provide the industry partner required to convene and partner in the

development of the standards for the specific occupations contained in the IRAP(s).

The College, as an educational institution, possesses the capability to develop the curriculum and other instructional materials necessary to provide the classroom and/or online learning platforms necessary to meet the skills requirements for the IRAPs. It has the capacity to deliver the training through its facilities and also possesses the capacity to provide testing and certification of the apprentices' learning of those various skills.

CLM, as a non-profit organization that serves as our local workforce development board, as chartered by the Governor under the Workforce Innovation and Opportunity Act (WIOA), has the proven capacity to provide the types of case management and support services necessary to ensure that IRAP record-keeping and individual apprentice record-keeping is maintained. CLM can provide technical assistance to any industry group that might desire to perform these services through their staff.

Both the College and CLM understand that they may, depending on the funding source(s), be required to perform the services of fiscal agent relative to the specific IRAP(s) that are developed under this memorandum. Both have the proven capacity to perform such services.

2. Designation and Responsibilities of the Industry Partner

As part of their duties, the College and/or CLM will be providing education and information to various business and industry groups about IRAPs and the Consortium formed by them to expedite the formation and approval of specific IRAPs. Wherever possible, the College and CLM will work to ensure that, where possible, IRAPs contain the broadest industry/employer base to ensure broad acceptance of the IRAP(s) developed.

Once the group(s) are identified, they will be asked to join this consortium and will document their partnership by signing an addendum agreement which includes this original Memorandum and a specific statement of their role and the IRAP(s) that are included in their partnership with the College and CLM.



RECORD OF ACTION/APPROVAL

Executive Committee December 4, 2019

TOPIC/ISSUE:

Approval of planning timeline for the development of the 2020 – 2024 WIOA Plan

BACKGROUND:

Our Current WIOA plan is set to sunset on June 30, 2020

POINTS OF CONSIDERATION:

- Plan is due to the State on March 16, 2020
- Plan must be open to public comment for 30 days
- Draft plane will need to be ready by
- Plan must be approved by both the Board and the Consortium
- Includes county presentations and listening sessions

STAFF RECOMMENDATIONS:

Approve the planning time table and process

COMMITTEE ACTION:

BOARD ACTION:

Planning Timeline

Item to complete	Due on or Before	Location
Public Comment Period Advertised	February 4, 5, 6	All news outlets &
First Draft Plan Available for Public Comment	February 13	CSCLM Website
Public Comment Period	February 13-March 13	
Citrus Presentation & Listening Session	February 24, 2020	College of Central Florida
Levy Presentation & Listening Session	February 25, 2020	College of Central Florida
Marion Presentation & Listening Session	February 26, 2020	College of Central Florida
Draft Plan Presented to Full Board	March 11, 2020	College of Central Florida
Draft Plan Presented to Consortium	NLT March 12	CSCLM
Local Plan Due to State	March 16, 2020	
Local Plan Approved by State	June 4, 2020	